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Judge: Calendar, W

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

ILLINOIS COUNTY DEPARTMENT, LAW DIVISION

Marcellus Long,

Plaintiff,

v.

CDW Government LLC,

Defendant.

Hon. Thomas More Donnelly

Case No. 2025L007458

PLAINTIFF'S [redacted] AMENDED COMPLAINT [redacted]

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

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Pro Se Plaintiff
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SECTION 1: OVERVIEW OF CLAIMS

1. Introduction.

This action arises from Defendant CDW Government LLC's fraudulent inducement of Plaintiff into working for Defendant in a new sales role through material half-truths, concealment, and nondisclosure of material facts uniquely within Defendant's knowledge and control. Defendant possessed superior and exclusive knowledge of the existence, structure, and economic effect of a post-earning commission reduction mechanism labeled the "Goal Modifier," and of internal compensation mechanics affecting commission realization, and of operational and contractual constraints materially impacting attainable revenue and goal attainment. On March 27, 2023, Plaintiff entered into an agreement to transfer to the new role and work for commissions based on Defendant's representations. Despite Plaintiff's repeated pre-transfer requests for the written rate and terms of pay, Defendant failed to disclose the existence and mechanics of the Goal Modifier, failed to provide the operative CDWG compensation plan, failed to maintain or produce accurate wage records reflecting the true rate and terms of pay, and failed to obtain Plaintiff's express written authorization to implement any mechanism that would reduce commissions presented as payable wages. Defendant instead provided partial, misleading, and incomplete information, inducing Plaintiff to accept and perform in a job he would not have accepted, or would have negotiated differently, had the truth been disclosed fully. Plaintiff seeks relief for Defendant's fraud, conversion, unjust enrichment, retaliation, and statutory wage violations that flowed from and were enabled by Defendant's fraudulent concealment and inducement.

2. Unauthorized Deduction.

After Plaintiff had already officially begun performance and earned commissions in his new job, Defendant discretely implemented a concealed mechanism by applying the Goal Modifier as a separate negative line item reducing commissions already calculated and labeled by the Defendant as payable to the Plaintiff, thereby converting and withholding Plaintiff's wages in violation of statutory and common-law protections. This wrongful taking caused severe financial

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harm, including the involuntary default of Plaintiff's student loan totaling more than $125,000.00.

3. Retaliation.

After Plaintiff discovered the improper wage deductions and exercised his statutory right to complain and seek correction, Defendant retaliated by initiating materially adverse action and otherwise discriminated against Plaintiff because of that protected activity, including issuing a hostile threat of separation in direct response to Plaintiff's wage complaints and internal job application, thereafter discriminating against the Plaintiff by blocking his internal transfer, and thereby leaving Plaintiff with no practical alternative but to accept a financially diminished role for the sole purpose of deterring further complaints and other protected activity.

4. Mechanism of Harm.

Defendant implemented and applied a compensation mechanism identified as a "Goal Modifier" to reduce Plaintiff's commissions. Defendant did so without providing Plaintiff, prior to his transfer and prior to implementation, written disclosure of the applicable rate and terms of pay; without maintaining accurate wage records that transparently reflected the basis and authority for the reduction; and without obtaining Plaintiff's express written authorization for any deduction, subtraction, or any other modification mechanisms applied to earned commissions presented as payable wages.

5. Negative Reinforcement.

The Goal Modifier operates as a negative reinforcement mechanism that withholds already-earned commissions to enforce compliance with sales quotas, functioning as a compliance tool. Unlike legitimate incentive compensation that rewards achievement by adding commission or bonus for goal attainment, the Goal Modifier penalizes under-performance by subtracting commissions already calculated and presented as earned. When an employee fails to meet assigned targets, targets that Defendant can change unilaterally without the employee's consent, Defendant reduces the employee's take-home pay by withholding a percentage of commissions already calculated as payable. This creates predictable financial pressure: reduced paychecks trigger personal financial crises (missed loan payments, mounting debt, inability to meet basic

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obligations), which in turn compel the employee to accept higher quotas, longer hours, and less favorable terms to avoid further commission reductions. The cumulative effect of this commission modification produced severe emotional distress in Plaintiff, including anxiety over financial instability, humiliation from loan defaults, and psychological harm from working under constant threat of further commission reductions while simultaneously being denied internal transfer opportunities to escape the punitive structure. The mechanism converts compensation from payment for work performed into a variable penalty system tied to quota attainment, using financial instability as a compliance tool.

6. Parties.

Defendant CDW Government LLC is a limited liability company with an Illinois registration and a place of business in Cook County, Illinois. Upon information and belief, Defendant is also a Delaware limited liability company.

7. Nature Of Defendant's Business.

Defendant CDW Government LLC is a large-scale, sophisticated reseller of technology products and services to Federal, State and Local Government entities, healthcare providers, and schools, operating nationally and internationally.

SECTION 2: RECRUITMENT & FRAUDULENT INDUCEMENT (2021 - MAY 2023)

8. Recruitment.

CDW first recruited Plaintiff through Handshake, a closed platform available only to enrolled students and recent graduates. Caroline D., identifying herself as CDW's Campus Recruiter for Southern New Hampshire University, invited Plaintiff to a CDW open house and further discussions.

9. Prior Employment.

In 2021, after interviews with Merissa Q. and Shannon F., Plaintiff was hired by CDW Direct, LLC (CDWD) under an offer letter that (i) included a separate at-will

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acknowledgment at hire and (ii) set forth a bonus plan, not a commissions or goal modification plan.

10. Performance.

Plaintiff performed strongly at CDWD. He was awarded the "Rising Star 2022" award on 2/24/23, served as a buddy to a University of Indiana intern, and helped lead his segment's DEI Talent Mobility initiative. Between August 2021 and April 2023, Plaintiff booked approximately $8.0 million in customer revenue at CDWD (approximately $381,000/month; annualized approximately $4.57 million).

11. Mentorship And Transfer.

Through CDW's Black Excellence Unlimited mentorship program, Plaintiff was paired with a CDWG Director, Cory S., who introduced Plaintiff to federal leaders and encouraged a move to the United States Department of Defense sales team.

12. Initial Discussions.

On January 25, 2023 (MS Teams), management discussed Plaintiff taking a large United States Army book within CDW Government LLC. No CDWG offer letter or written compensation terms were provided.

13. Request for Compensation Plan.

On March 6, 2023, Josh D. advised that CDWG was working out Plaintiff's compensation plan and requested Plaintiff's then-current plan to avoid dips or shortfalls. Plaintiff transmitted his plan the same day. (Ex. 1)

14. Repeated Requests for Terms.

From March through May 2023, Plaintiff repeatedly, in writing each time, requested his CDWG compensation terms and onboarding details. On March 14. On April 11 at 2:55 p.m. with a 4:33 p.m. reply that Coworker Services (HR) would be consulted. On April 19. On April 25 (Teams) asking whether HR would contact him. On May 1, after a Webex, D. sent only a commission

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"Estimator" spreadsheet in response to Plaintiff's request for "my new compensation plan." On May 2, Plaintiff asked whether the goal would be fixed or fluctuate. D. responded that it fluctuates month to month based on seasonality and purchase history. No one disclosed any "Goal Modifier" deduction or sought written wage-deduction consent. (Ex. 3)

15. Failure to Provide Terms.

Before starting the CDWG role, Plaintiff repeatedly requested the written rate and terms of pay. Defendant did not provide any standardized CDWG offer letter or the operating compensation plan. Instead, Defendant provided a commission "Estimator" and informal statements, including that Plaintiff's goal would "fluctuate," while omitting the mechanics of the Goal Modifier and omitting that Defendant would apply a separate negative line item *after* calculating the **commission payout.** Defendant likewise failed to obtain Plaintiff's express written consent authorizing such a reduction and failed to maintain business records that would allow Plaintiff to confirm the lawful basis for the reduction. These half-truths and omissions concealed material facts essential to Plaintiff's decision to accept and perform the job.

16. Start of Work.

On May 8, 2023, Plaintiff began work for CDWG without receiving a CDWG-specific offer letter, without a CDWG at-will acknowledgment, and without any written consent authorizing modifications to commissions.

17. Specific Assurance of No Pay Reduction.

During the transition meetings, Defendant’s representatives explicitly stated that Plaintiff would "make the same amount, if not better" than his prior role. In a conversation regarding the compensation plan, Yemi O. asked Plaintiff to send him Plaintiff's prior compensation plan so that he could fully "*digest*" it. He stated words to the effect of:

> "Because, remember? The Goal was that you’d be making what you currently made, if not better."

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This statement confirms that Defendant actively positioned the move as a lateral or upward financial move, reinforcing Plaintiff's reliance on the assurances that he would not experience a reduction in pay.

18. Length of Service Reset Raised by Management.

On May 5, 2023, three days before Plaintiff's scheduled May 8 start date at CDWG, Manager Yemi raised the subject of resetting Plaintiff's Length of Service (LOS), asking words to the effect of: "Did Josh talk to you about resetting your LOS?" Plaintiff responded that Josh "mentioned it briefly," reflecting that Defendant did not provide full, accurate, and written disclosure of the LOS reset or its impact on commission rate eligibility and earning potential. By this time, Plaintiff had already committed to the transfer and was days away from his start date, leaving no practical opportunity to renegotiate or withdraw.

19. Title Downgrade Directed by Leadership.

In a Microsoft Teams chat, Plaintiff asked Josh D. to confirm Plaintiff's email signature before saving it. Plaintiff's signature reflected the job title "Account Manager." D. instructed Plaintiff to change the title to "Account Representative," a materially lower position.

20. Pay Rate Impact.

The Account Representative designation carried a materially less favorable pay rate than the Account Manager designation, reducing Plaintiff's commission earnings and depressing the value of the compensation arrangement Defendant had induced Plaintiff to accept.

21. No Written Notice of Pay Impacting Change.

Defendant did not provide Plaintiff prior written notice of the changed rate and terms of pay associated with the title and tier downgrade, nor a written explanation sufficient to disclose the material compensation consequences before implementing the change.

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22. LOS Reset Constituted a Material Change Requiring IWPCA Notice.

Length of Service (LOS) directly affects earning potential under Defendant's operative compensation structure. At LOS 37 and above, commission rates range from 10-17%. Plaintiff was at LOS 23 when he transferred to CDWG in May 2023, meaning he was approximately 14 months away from eligibility for the higher commission rate tier. By resetting Plaintiff's LOS, Defendant delayed Plaintiff's eligibility for increased commission rates by at least 14 months, suppressing Plaintiff's earning potential without disclosure of this financial consequence. Defendant implemented this change without Plaintiff's consent, without providing written notice prior to the time of change as required by 820 ILCS 115/10, and without disclosing the specific compensation impact of restarting Plaintiff at a lower tier despite his prior service history. The LOS reset, combined with the simultaneous title downgrade and undisclosed Goal Modifier, compounded the fraudulent inducement and statutory wage violations alleged herein.

SECTION 3: JUNE 2023 - DISCOVERY & FIRST COMPLAINT

23. Forecasting.

Forecast is CDWG's weekly pipeline review in which each representative must present current opportunities and professional-services projects and report progress to goal. On June 1 to 2, 2023, the week of Plaintiff's first forecast after transferring, Plaintiff's dashboards still represented zero despite the fact that Plaintiff had already begun labor for that pay period. Plaintiff messaged D., "I do not see a goal loaded on my commission dashboard"; D. replied, "should be good to go come Monday." Plaintiff likewise messaged an Account Manager; after trying the suggested tab it still showed zero, and the response was, "Ahhhh okay, no worries then."

24. Undisclosed Pre-Earning Term.

The contemporaneous context shows the Goal Modifier was not disclosed as a pre-earning term tied to contemporaneous goal attainment. During Plaintiff's initial CDWG forecasting cycle, Plaintiff's dashboards reflected that his sales goal equals zero or not loaded, yet a Sales Goal Modifier was applied to reduce Plaintiff's **commission payout.** Plaintiff promptly complained in writing upon discovering the Goal Modifier line item.

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25. Commission Calculation Based on Completed Sales.

CDW sells technology products and services to customers. When a sale closes, CDW realizes revenue from that sale. After deducting the cost of goods sold and other expenses, CDW realizes sales gross profit, the profit generated from that specific sale. A commission rate is then applied to those sales gross profit, allocating a small percentage to the salesperson while CDW retains the majority. This calculation produces a **"Commission Payout"** figure, the amount earned by the salesperson for that specific sale. At this stage, the commission has been earned based on the completed transaction, and CDW has already recognized its share of the profit from that same transaction in its financial reporting to shareholders, regulatory bodies, and for corporate tax purposes. The Goal Modifier does not appear in this sales-based commission calculation. Instead, it appears later as a separate line item that reduces the already-calculated **Commission Payout** based on year-to-date goal attainment, a metric **entirely unrelated to the individual sales transactions that generated the commission being reduced.** (Ex. 10)

26. The May Deduction.

Plaintiff's May 2023 commission statement shows that CDWG first calculated his commission by applying the 9 percent rate to his sales gross profit (9,767.28 times 9 percent equals 879.06, **labeled "COMMISSION PAYOUT"**), and then subtracted a separate line item labeled "Goal Modifier" minus 263.72, leaving a net of 615.34. This post-calculation subtraction effectively changed the agreed commission rate to a lower percentage: from 9% to approximately 6.3%. Plaintiff's paystub for that period matches the 615.34 net. (Ex. 4)

27. Impossibility of Pre-Earning Formula.

Because no goal was loaded for May (Goal equals 0), the "Goal Modifier" could not have been part of any pre-earning formula applied to a goal. The contemporaneous records reflect that the exact 263.72 was later submitted to be paid back, which is possible only if the same amount had first been deducted from the already-computed payout.

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28. Written Wage Complaint.

On June 21, 2023, approximately 44 days after beginning work, Plaintiff emailed management identifying a "goal modifier" deduction on his May report, noting that he had no goal in May, and requesting that the amount be removed or refunded. (Ex. 5)

29. Admission of Deduction.

In early July 2023, Defendant told Plaintiff that a deduction took place and that they would pay Plaintiff back. On July 5, management wrote they were working with Goal Management regarding "that amount that was *deducted* from you last month" and seeking "credit alongside that amount." On July 7, the update was, "I have submitted for the 263.72 to be paid back to you. You should most likely see it on your 7/21 paycheck."

30. Corroboration of Subtraction.

Defendant's subsequent "deducted" and "paid back" admissions confirm the specific identity of the funds in controversy. After Plaintiff's June 21, 2023 written wage complaint, Defendant **acknowledged in writing** that the $263.72 had been **"deducted"** and promised that it was/would be submitted to be "paid back" on an expressly stated paycheck date. Those admissions corroborate Plaintiff's allegation that the Goal Modifier operated as a subtraction from an already-computed **commission payout**, not a disclosed pre-earning condition that Plaintiff knowingly accepted in writing.

31. Feedback and Admissions.

After Plaintiff's June 21 wage complaint, Defendant described the Goal Modifier as a penalty for not hitting goal, solicited Plaintiff's feedback, and acknowledged "a lot of people do not like it. You are not alone." It was again stated that Plaintiff would make what he made before, if not better, and Plaintiff was asked to resend his prior CDWD plan, which he did.

32. Leadership Invited Reliance.

In a one-to-one meeting regarding compensation around October 11, 2023, D. stated to Plaintiff verbatim: "Trust me, we realize that you are a grown man with bills to pay," referring to

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"we" as leadership. This statement reinforced Defendant's inducement and invited Plaintiff's reliance on Defendant's compensation communications, while acknowledging the foreseeable harm caused by undisclosed pay reductions or delayed payment of earned wages.

SECTION 4: BROKEN PROMISE & DELAYED REPAYMENT

33. The Repayment Handling Further Corroborates Unlawful Withholding.

Defendant did not timely return the May amount when promised. Despite representing on July 7, 2023 that the $263.72 would be "paid back" on Plaintiff's July 21, 2023 paycheck, Defendant's July 21 payroll reflected an equal and opposite net-zero maneuver for the payback amount rather than actual repayment. The first actual repayment occurred on Plaintiff's August 4, 2023 pay advice (pay advice #10712564), coded as "EARNINGS," confirming that the company treated the withheld amount as wages owed, not an optional or discretionary adjustment tied to the applicable sales transactions for that pay period.

SECTION 5: THE JAMES E. INVESTIGATION & COMPANY ADMISSIONS

34. HR Assignment and Initial Meeting.

On January 19, 2024, James E., Sr. Coworker Relations Business Partner with Professional in Human Resources (PHR) credentials, emailed Plaintiff stating he had been assigned to investigate Plaintiff's EthicsPoint complaint. On January 22, 2024, Plaintiff met with Mr. E. via scheduled meeting from 4:00 PM to 4:30 PM. During this meeting, Mr. E. stated words to the effect that he took Plaintiff's complaint seriously and acknowledged that "the way [Plaintiff] was hired was not typically how CDW hires people." Mr. E. further disclosed that he had previously worked as a sales manager at CDW and confirmed that the Goal Modifier mechanism was used across the entire company on many different sales teams, corroborating that the undisclosed wage reduction practice was a company-wide issue.

35. HR Instructions and Documentation Provided.

During the January 22, 2024 meeting, Mr. E. actively walked Plaintiff through the concept of retaliation, explicitly asking words to the effect of, "Do you know what retaliation is?" He explained that Defendant takes retaliation seriously and provided specific examples, stating that

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managers and leadership cannot take negative action against Plaintiff or treat him differently for filing the complaint. He stated that while HR would have to reach out to Plaintiff's leaders to investigate, those leaders were strictly prohibited from discussing the complaint directly with Plaintiff. Mr. E. explicitly instructed Plaintiff:

> If ANYTHING happens, please notify us immediately.

That same evening at 6:16 PM, Plaintiff sent Mr. E. a follow-up email attaching thirteen emails documenting the complete timeline of Defendant's recruitment, concealment, and Plaintiff's repeated complaints.

36. Company Damage Control Response.

Shortly after Plaintiff provided comprehensive documentation to Mr. E., Defendant went into damage control mode. Defendant scheduled mandatory department-wide meetings for the entire Federal sales team titled "How Do I Get Paid - Let's Talk Commissions and Goals and Compensation," dividing employees into three separate recorded sessions. During these sessions, held on or about February 6, 2024, Defendant provided formulas for goal-setting and commission calculations that had never previously been disclosed to employees. Most notably, during these recorded sessions, Dustin K. (known as Duke), a Federal Sales Manager and member of the informal group called "The Commish" that Defendant admits had no written charter or authority, stated words to the effect that money "lost" due to the Goal Modifier could be "made *back*" by working harder or exceeding goals in subsequent periods. This admission treated the Goal Modifier as a taking of specific, identifiable funds from employees rather than as a condition precedent to earning commissions, and demonstrated Defendant's knowledge that the mechanism operated as a post-earning reduction.

37. Contemporaneous Documentation of Wage Theft Harm.

Throughout the period of Defendant's wage violations and subsequent retaliation, Plaintiff contemporaneously documented events to a non-percipient personal contact via timestamped text messages. On January 4, 2024, Plaintiff messaged the personal contact stating: "Every pay check this new team I joined is deducting all this money from my paycheck. Last pay check they took 900 dollars." Plaintiff further stated: "I need that money for my bills!" The contact responded

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identifying the compensation scheme as rigged. On January 18, 2024, the personal contact advised filing an HR complaint, and Plaintiff filed his formal EthicsPoint complaint that same day, sharing the report file with the contact. On January 22, 2024, after meeting with HR investigator James E., Plaintiff calculated and reported to the personal contact that Defendant had withheld a total of $3,080.11 from his earned commissions through the Goal Modifier mechanism.

SECTION 6: NOVEMBER 2023 - PATTERN CONFIRMED

38. November 2023 Exemplar Violation.

Goal Modifier Applied to Earned Commissions Despite Plaintiff Exceeding Defendant's Sales Goal. The following transaction exemplifies Defendant's pattern of applying the Goal Modifier as a post-earning reduction to commissions already earned, even when Plaintiff substantially exceeded his monthly performance goals.

39. The Transaction.

In November 2023, Plaintiff closed a federal transaction for the U.S. Army Corps of Engineers (USACE). Plaintiff served as Account Manager for USACE, responsible for identifying opportunities and coordinating product delivery. The transaction was executed under a federal prime contractor/subcontractor structure: Bowhead Total Enterprise Solutions, LLC served as the prime contractor holding the direct contract with the federal government, and Defendant CDW Government LLC served as the vendor/subcontractor supplying the products. Bowhead is an Alaska Native Corporation (ANC) subsidiary that provides technology, engineering, and professional services to federal government agencies, including the Department of Defense. Bowhead held the USACE Information Technology Services Rapid Response (HITS-R2) contract vehicle, a five-year, $249 million contract awarded by USACE. The transaction involved Palo Alto Networks hardware, software, and premium support subscriptions. Palo Alto Networks, Inc. is a publicly traded multinational cybersecurity company (NASDAQ: PANW) and one of the largest enterprise security vendors in the world. Palo Alto Networks is also one of Defendant's "Diamond Partners," Defendant's highest-tier vendor partnership classification. Bowhead issued Purchase Order No. 2303694 to CDW Government LLC with a Total Amount

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of $913,267.13 and a performance period of November 2, 2023 through November 1, 2024. Defendant's internal program management personnel approved and routed the PO for signature, including written confirmation that it was "okay to sign."

40. Plaintiff's Role.

Plaintiff was solely responsible for coordinating the renewal. Plaintiff held meetings with Palo Alto Networks to track progress on booking the renewal and develop action plans for the million-dollar renewal supporting Plaintiff's customer, USACE. Plaintiff independently researched and identified the current year's prime contractor by tracking down a contact from the prior year's contract who had moved to an entirely different prime contractor, obtained that contact's information, and convinced the prime that CDWG offered the most value. Plaintiff submitted the proposal to CHESS (Computer Hardware, Enterprise Software and Solutions), the Army's designated primary source for commercial IT, which was awarded in Plaintiff's name as CDW's representative. Plaintiff coordinated signature on the deal and finalized closure. Plaintiff followed Defendant's strict pricing guidelines, manually priced the transaction, calculated CDW's profit margin, and obtained leadership approval for the profit margin. Additionally, Plaintiff worked with Defendant's Accounts Receivables leadership post-sale to ensure Bowhead was invoiced properly and that Defendant would be paid on time.

41. Plaintiff Substantially Exceeded Monthly Goals.

Defendant's November 2023 Commission Summary reflects that Plaintiff exceeded monthly targets by substantial margins, including "MTD Product Revenue Attainment" of approximately 184% and "MTD Product GP Attainment" of approximately 245%.

42. Goal Modifier Applied Despite Over-Attainment.

Notwithstanding Plaintiff's over-attainment, Defendant applied a negative "Goal Modifier" to Plaintiff's November 2023 commissions. Defendant's Commission Summary reflects: (i) "MTD Net Commissionable Gross Profit" of $43,646.25; (ii) a "Comm Rate" of 11.00%; (iii) a calculated "Direct Gross Profit Commission" (the Direct GP Commission representing only a small portion of the total profit Defendant already retained from the sale) of $4,801.09; (iv) a separate negative line item labeled "Goal Modifier" at a "Modifier Rate" of 80.00%, meaning

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Plaintiff would only receive 80% of the calculated **commission payout**, resulting in a reduction of $960.22; and (v) a reduced "Total Calculated Payout" of $3,840.87.

43. Over-Attainment with Penalty Confirms YTD-Based Post-Earning Reduction.

The application of a negative Goal Modifier to commissions earned in a month where Plaintiff exceeded goals by approximately 184% to 245% confirms that the Goal Modifier was not based on Plaintiff's performance in the pay period for which the commissions were earned. The Goal Modifier was applied based on year-to-date attainment carried forward from earlier periods, including periods predating Plaintiff's CDWG start date, thereby functioning as a retroactive penalty that reduced already-earned commissions based on historical context rather than the contemporaneous revenue-generating activity for which the commission was calculated.

44. Contemporaneous Written Complaint.

On or about November 30, 2023, Plaintiff emailed management attaching his commission statement and stated words to the effect of: "Attached is my commission statement showing a deduction of $960.22 for the goal modifier." Plaintiff asked whether he had done something wrong and stated that the deduction "makes absolutely no sense."

45. Invoice Detail Ledger Does Not Contain Goal Modifier.

Defendant maintains an internal "Invoice Detail" report that itemizes legitimate transaction-level adjustments using dedicated columns for "Adj Type" and "Adj Descr" (adjustment description). For the November 2023 period, including the USACE transaction, Defendant's Invoice Detail report lists legitimate adjustment entries such as "OTP" with "BidAdj" and "CFA" with "Managed." The Invoice Detail report does not list any "Adj Type" or "Adj Descr" entry for "Goal Modifier" for any transaction in the November 2023 period. Additionally, Plaintiff sends out email notifications representing every commission adjustment, providing an opportunity to flag items that should not be present. **The Goal Modifier is unrelated to this commission adjustment notification process**, as it is unrelated to the calculation of commission based on sales transactions.

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46. Goal Modifier Appears Only at Payout Stage.

The absence of "Goal Modifier" from Defendant's Invoice Detail adjustment ledger, combined with its appearance as a separate negative line item on the Commission Summary after the "Direct Gross Profit Commission" (Direct GP Commission) is calculated, establishes that the Goal Modifier is not a transaction-level adjustment but a commission-level reduction imposed at payout after Plaintiff's commissions were calculated and shown as payable.

47. Defendant's Own Wage Records Identify Earned Commissions.

Defendant's seller-facing Commission Summary reports are the only reports available to sales employees identifying customer transactions, invoice numbers, credited gross profit, commission rates, and resulting **Commission Payout** for each pay period. By their own terms, these reports identify **"Commission Payout"** as wages due. Defendant paid Plaintiff based on these reports, confirming their function as wage records under 820 ILCS 115/2. Defendant's position that the **"Commission Payout"** listed on its own payroll system does not constitute earned wages is inconsistent with its own reporting structure and the ordinary business usage of these records.

48. Post-Earning Reduction Pled by Mechanics, Amount, Method, and Timing.

The challenged withholding is pleaded by specific mechanics shown on Defendant's own compensation records: Defendant calculated a monthly **commission payout** by applying the stated commission rate to sales gross profit generated from completed sales transactions, labeled that result **"COMMISSION PAYOUT,"** then reduced that computed payout through a separate line item labeled "Goal Modifier," resulting in a lower net amount that matched payroll. Management thereafter described the amount as "deducted" and represented it was submitted to be "paid back," to Plaintiff and the subsequent repayment was later processed as "EARNINGS."

49. The Same Mechanism Persisted Beyond the May Incident.

After admitting the May amount was "deducted" and promising repayment, Defendant continued applying Goal Modifier reductions to Plaintiff's earned commissions across subsequent pay periods. Plaintiff pleads the cumulative withholdings and the remaining unpaid balance in Schedule A.

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SECTION 7: GOAL MODIFIER MECHANICS

50. Goal Modifier Percentage Imported at Start and Not Based on CDW Government Performance.

Upon beginning work for CDW Government, Defendant immediately applied a Goal Modifier percentage of approximately 70% to Plaintiff's commissions. This percentage was not based on Plaintiff's CDW Government goal attainment for the pay period in which the commissions were earned. Instead, based on the plan mechanics and the manner in which the percentage was carried into Plaintiff's new role, the 70% reflected Plaintiff's year to date goal attainment from Plaintiff's prior CDW Direct role in commercial sales, not federal government sales.

51. Goal Modifier Functioned as a Post-Earning Reduction Untethered to the Commission Producing Work.

Defendant's use of a carried-forward year-to-date goal attainment metric from a different legal business entity to reduce Plaintiff's CDW Government LLC commissions demonstrates that the Goal Modifier operated as a post-earning reduction applied after the **commission payout** was calculated, rather than a disclosed, period-specific term tied to the work that generated the commissions being reduced. Because the Goal Modifier was based on cumulative performance across prior months including months in an entirely different sales role at CDW Direct LLC rather than solely on the current pay period's results, it functioned as a retroactive penalty that reduced already-earned commissions based on historical context rather than the contemporaneous revenue-generating activity for which the commission was calculated.

52. LOS reset combined with Goal Modifier Commission Reduction.

Length of Service (LOS) is a measure of an employee's tenure with CDW that directly affects earning potential, with longer service typically corresponding to better compensation treatment. On May 5, 2023, three days before Plaintiff's May 8 start date, Manager Yemi raised the LOS reset by asking Plaintiff, "Did Josh talk to you about resetting your LOS?" This conversation occurred after Plaintiff had already accepted the transfer and was committed to begin working in the new role. Defendant reset Plaintiff's LOS without Plaintiff's permission or consent. Plaintiff was at LOS 23 when he transferred, meaning he was approximately 14 months away from

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eligibility for commission rates of 10-17% available at LOS 37 and above. The reset was imposed unilaterally. Plaintiff was not given a choice, was not asked to authorize the change, and was not provided with written notice of the specific compensation impact prior to the time of change as required by 820 ILCS 115/10. Defendant simultaneously applied the Goal Modifier mechanism, which withheld a substantial percentage of Plaintiff's earned commissions based on year-to-date goal attainment carried over from his prior role. The combined use of these separate pay-reducing mechanisms, LOS reset delaying eligibility for higher commission rate tiers and Goal Modifier reducing already-calculated payouts occurred without full disclosure, without prior written notice of their cumulative compensation impact, and without Plaintiff's written authorization. This dual reduction materially diminished Plaintiff's earnings and confirms the concealment of fundamental pay mechanics at the time Plaintiff was induced to transfer.

53. Goal Modifier determined by year-to-date goal attainment.

As reflected by plan mechanics, Defendant applies the Goal Modifier based on year-to-date goal attainment, not solely the current pay period's attainment. As a result, commissions earned in a given month are reduced based on prior months' performance context, including seasonality and earlier shortfalls, confirming the Goal Modifier is a post earning reduction of already computed commissions rather than part of the contemporaneous commission earning formula for that pay period.

54. Defendant admissions regarding unilateral goal changes.

Defendant admitted in Rule 216 discovery that Defendant could change Plaintiff's assigned goal during a performance period without obtaining Plaintiff's signed consent.

55. Defendant admissions that Plaintiff's goal changed mid period.

Defendant admitted that Plaintiff's goal was changed at least once between June 2023 and April 2024, and further admitted that Plaintiff's goal was changed more than once between June 2023 and April 2024.

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56. Defendant admissions that Plaintiff lacked authority over goals.

Defendant admitted Plaintiff did not have authority to set or approve his own goal at any time during the Relevant Period and that Defendant, not Plaintiff, assigned Plaintiff's goal during the Relevant Period.

57. Defendant admissions in Rule 216 discovery.

In sworn Rule 216 responses served October 1, 2025, Defendant admitted, among other things, that: (i) HR, Legal, Sales Leadership, and Sales Operations reviewed at least one complaint or negative feedback from another employee concerning the Goal Modifier within the last 5 to 10 years; (ii) Plaintiff did not have authority to set or approve his own goal and Defendant assigned Plaintiff's goal; (iii) "The Commish" (an informal internal group) had no written charter or written authority that authorized it to make decisions affecting compensation; (iv) a manager stated words to the effect of "You are not alone" concerning negative feedback about the Goal Modifier; and (v) Defendant could change Plaintiff's assigned goal during a performance period without obtaining Plaintiff's signed consent and Plaintiff's goal was changed more than once between June 2023 and April 2024.

SECTION 8: COMPANY AWARENESS & ADMISSIONS

58. Companywide "How do I get paid" sessions during the investigation.

Within weeks of Plaintiff's wage complaint and during Defendant's internal investigation, Defendant held companywide sessions titled "How do I get paid," which were recorded. In at least one such session, a leader stated words to the effect that representatives could "make the money back" that they lost to the Goal Modifier, acknowledging that the Goal Modifier caused employees to lose money.

59. Plaintiff Flagged the Session Invite to HR.

Plaintiff forwarded the "How do I get paid" invite to HR and stated it was out of the ordinary given Plaintiff's pending complaint. HR responded words to the effect of: "I don't believe so!" regarding whether the session was connected to Plaintiff's complaint.

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60. Manager Yemi O. Expressly Acknowledged the Negative Impact.

When discussing the $960 deduction, Yemi asked for Plaintiff's feedback. When Plaintiff stated the deduction was "absolutely horrible," Yemi responded with words to the effect of: "No no it's okay thank you for sharing that I really appreciate the feedback. It's fine, you are not alone. A lot of people don't like it, you're not alone." Yemi also stated words to the effect that he did not like the Goal Modifier either and referred to it as a "deduction," confirming his knowledge of the punitive nature of the mechanism and prior complaints. He further stated words to the effect that it is a penalty for not hitting goal, and that it is a way to make salespeople stressed that they are losing money and the way to fix it is to hit goal.

60A. March 2024 Disclosure of Previously Concealed Goal Formulas.

On March 12, 2024, Defendant increased Plaintiff's revenue goal by 86 percent month-over-month (from approximately $117,935 in February to $220,146 in March). When Plaintiff challenged this massive variance in writing, asking for "specific rationale," Stephanie P. ("Steph"), Defendant's Sales Operations Manager, responded by revealing a complex, multi-step calculation formula involving "Anaplan baselines," "Account Tier Growth Rates," and "Segment wide seasonality" established by the Finance department. This disclosure—made nearly a year into Plaintiff's employment—materially contradicted the simple explanation provided by Josh D. on May 2, 2023, who stated only that goals would "fluctuate month over month (MoM) depending on the account’s purchase history/seasonality/etc." The complex formulas and specific "seasonality rates" (e.g., an 11.40% rate for March) provided by Ms. P. were never disclosed in the recruitment "Estimator" or "How Do I Get Paid" trainings, confirming that Defendant possessed but withheld the true, engineered nature of the quota system at the time it induced Plaintiff's acceptance of the role. (Ex. 9)

SECTION 9: 2024 ESCALATION & FINANCIAL HOSTILITY

61. Contemporaneous Documentation of Escalation.

Following Plaintiff's January 18, 2024 EthicsPoint complaint, Plaintiff contemporaneously documented to a non-percipient personal contact the escalating hostility by Defendant. On January 30, 2024, Plaintiff reported that orders were being held by "some lady named 'Steph'...

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the sales operations manager" and that "everyone is now acting weird with me." On January 31, 2024, Plaintiff informed the contact he intended to forward the "How Do I Get Paid" mandatory meeting invite to the HR investigator, expressing concern it was in response to his complaint. Mr. E. dismissed Plaintiff's concern, stating he did not believe the meeting invite was connected to Plaintiff's complaint. On February 6, 2024, Plaintiff informed the contact he was applying for internal transfer positions to escape the Goal Modifier.

62. Mitigation Efforts and Constructive Demotion.

Following his January 18, 2024 wage complaint, Plaintiff attempted to mitigate his damages by applying internally to new jobs to escape the Goal Modifier structure. Plaintiff was expressly told by his managers that the Account Manager Associate (AMA) role was designed for employees who did not want the emotional distress of carrying volatile sales goals. AMA roles provide operational support to Account Managers and, unlike Plaintiff's role at the time, expressly stated in writing that the role would not utilize the Goal Modifier structure that was reducing Plaintiff's commissions and take home pay.

63. Internal Application.

On February 12, 2024, Plaintiff applied for an AMA position within Defendant's sister organization, CDW Direct LLC. Plaintiff exceeded the qualifications for this role.

64. The Threat.

Approximately 48 hours after Plaintiff submitted his first internal job application on February 12, 2024 at 2:15 PM (Account Manager Associate South Texas Majors, Job #23003566), a manager confronted Plaintiff on February 14, 2024, expressly referenced Plaintiff's wage complaint, and threatened Plaintiff's separation from employment in connection with Plaintiff's internal job applications and efforts to escape the Goal Modifier. This conduct chilled Plaintiff's protected activity and intensified the emotional and financial harm created by the ongoing unauthorized commission reductions.

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65. February 14, 2024 Threat Documented to Non-Percipient Contact in Real Time.

On February 14, 2024 at 2:49 PM, within hours of Josh D.'s threatening meeting, Plaintiff sent timestamped messages to a non-percipient personal contact documenting the incident. Plaintiff wrote words to the effect: "That manager who is leaving tomorrow Josh just asked me about my HR complaint in a meeting" and "he's trying to intimidate me like he's over me or something" and "He was like you should have talked to me about this first." The personal contact immediately responded with words to the effect: "I think this is what the human resource guy was saying to let him know about," recognizing this was the exact scenario James E. had warned Plaintiff about and instructed Plaintiff to report immediately. These contemporaneous messages corroborate Plaintiff's immediate perception of Josh D.'s conduct as intimidation and retaliation, and demonstrate that even the non-percipient personal contact recognized the interaction violated the HR protocols E. had established. (Ex. 8)

66. E.'s Response and Case Close Review.

Later on February 14, 2024 at 4:37 PM, after meeting with James E. to report Josh D.'s conduct, Plaintiff messaged the non-percipient personal contact. During the meeting, Mr. E. stated words to the effect that:

> Josh was not supposed to do that. I'm sorry about that Marcellus, I'll definitely have a talk with him.

Mr. E. advised that Plaintiff could follow up with Josh's manager about getting approval to apply for jobs, describing her as "one of CDW's *better* leaders." Despite this admission, Mr. E. proceeded with the Case Close Review, attempting to re-characterize the Goal Modifier as a benefit. When Plaintiff challenged this characterization, pointing out that receiving 80% of his **commission payout** instead of 70% was still a reduction, Mr. E. stated words to the effect of "no, no Marcellus, you didn't hit your goal that's what happened." Despite Mr. E.'s apology for Josh D.'s conduct, Plaintiff was left feeling stunned and humiliated by the meeting and the failure to correct the wage issue.

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66A. Financial Abuse.

On March 11, 2024, Plaintiff messaged a non-percipient personal contact stating words to the effect: "Now they're randomly trying to hit me with a 17K write off from over a year ago." This message documents Defendant's escalating financial hostility, using threatened retroactive financial penalties to pressure Plaintiff into abandoning his wage complaints and remaining in the Goal Modifier role.

67. Constructive Demotion.

With all internal transfer options denied by Defendant, and with the Goal Modifier continuing to reduce his earnings, while under a material threat of separation if he continued to complain, Plaintiff had no choice but to transfer back to the inbound sales group he had left in May 2023. On June 5, 2024, Plaintiff accepted this constructive demotion to a significantly lower paid position for the sole purpose of disengaging in protected activities under the Illinois Wage Payment and Collection Act.

68. Violation of HR Instructions.

The February 14, 2024 meeting in which Josh D. threatened Plaintiff's employment directly violated the specific instructions Mr. E. had given Plaintiff on January 22, 2024. Mr. E. had explicitly instructed Plaintiff not to discuss the complaint with anyone at the company and to notify Mr. E. immediately if anyone mentioned the complaint to Plaintiff. Mr. D.'s confrontation of Plaintiff about the wage complaint in the February 14 meeting was precisely the scenario Mr. E. had warned against and instructed Plaintiff to report.

69. Failure of HR Safeguards.

Mr. E.'s response to Plaintiff's report of retaliation demonstrates the failure of Defendant's internal complaint mechanisms. Despite: (1) giving Plaintiff explicit instructions not to discuss the complaint with anyone; (2) instructing Plaintiff to report if anyone mentioned the complaint to him; (3) Plaintiff immediately reporting Mr. D.'s violation of these protocols; and (4) Mr. E. admitting Mr. D. "was not supposed to do that," Defendant took no meaningful corrective action against Mr. D. This failure to enforce its own HR protocols left Plaintiff

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vulnerable to continued retaliation and sent a clear message that complaints about wage violations would not be protected, thereby chilling Plaintiff's ability to continue asserting his IWPCA rights.

70. LOS Reset Compounded Constructive Demotion Harm.

The LOS reset compounded the harm of Plaintiff's constructive demotion. By June 5, 2024, when Defendant's retaliation forced Plaintiff to accept the lower-paid inbound sales position, Plaintiff's true Length of Service (had it not been fraudulently reset in May 2023) would have reached LOS 37 or above, making him eligible for commission rates of 10-17%. Instead, because of the undisclosed LOS reset in May 2023, Plaintiff remained trapped in lower commission rate tiers at the precise moment he was forced into a constructive demotion, magnifying the financial harm and demonstrating that the LOS reset served as a tool to suppress Plaintiff's earning potential and limit his ability to escape the Goal Modifier structure through internal mobility or by qualifying for higher compensation tiers.

71. Structural Constructive Blocking.

The punitive nature of this structure is so severe that it prevents internal mobility. On or about April 25, 2024, a formal offer for Plaintiff to transfer to a non-modifier AMA role was rescinded because the sponsoring Account Manager determined he could not afford to "fund" Plaintiff's position out of his own checks, which were already being depleted by the Goal Modifier.

72. Manner of Defendant's Litigation Conduct.

Plaintiff does not contest Defendant's right to defend against his allegations. However, the manner in which Defendant has chosen to conduct its defense has caused additional emotional harm. Rather than confining its defense to disputing Plaintiff's legal theories or factual allegations, Defendant has used pejorative characterizations of Plaintiff's work performance (describing it as "inferior" despite evidence Plaintiff exceeded performance targets) and has portrayed Plaintiff's complaint as fabricated despite the existence of public complaints from other employees describing identical practices using identical terminology. This approach to litigation, which attacks Plaintiff's professional competence and personal integrity rather than

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simply defending Defendant's compensation practices, has caused Plaintiff emotional distress beyond that caused by the underlying wage violations.

73. Public Employee Complaints Corroborate Pattern.

On July 9, 2024, a former employee posted a public review describing their experience at Defendant's company, noting that:

> [Other companies] value and incentivize their employees in a positive manner, not instill fear of losing a large portion of their check each month for not hitting a goal. Negative modifiers just added to the anxious toxic environment this leadership has created.

This public complaint corroborates that: (1) other employees have experienced commission reductions they characterize as "negative modifiers"; (2) such reductions have caused emotional responses including fear and anxiety in other employees; and (3) other employees perceive the reductions as constituting a "large portion of their check." The existence of public complaints using terminology consistent with Plaintiff's characterization ("modifiers") and describing emotional responses similar to those Plaintiff experienced ("fear," "anxious") supports Plaintiff's allegations that the Goal Modifier is a pattern affecting multiple employees and that Plaintiff's emotional response to the practice was a reasonable and foreseeable

SECTION 10: NOTICE TO DEFENDANT

74. Actual Notice.

The foregoing communications and records placed CDWG on actual notice, before and during the period at issue, of: Plaintiff's repeated written requests for his compensation terms and the post-earning application of the "Goal Modifier" to Plaintiff including the "paid back" submission for the exact amount taken.

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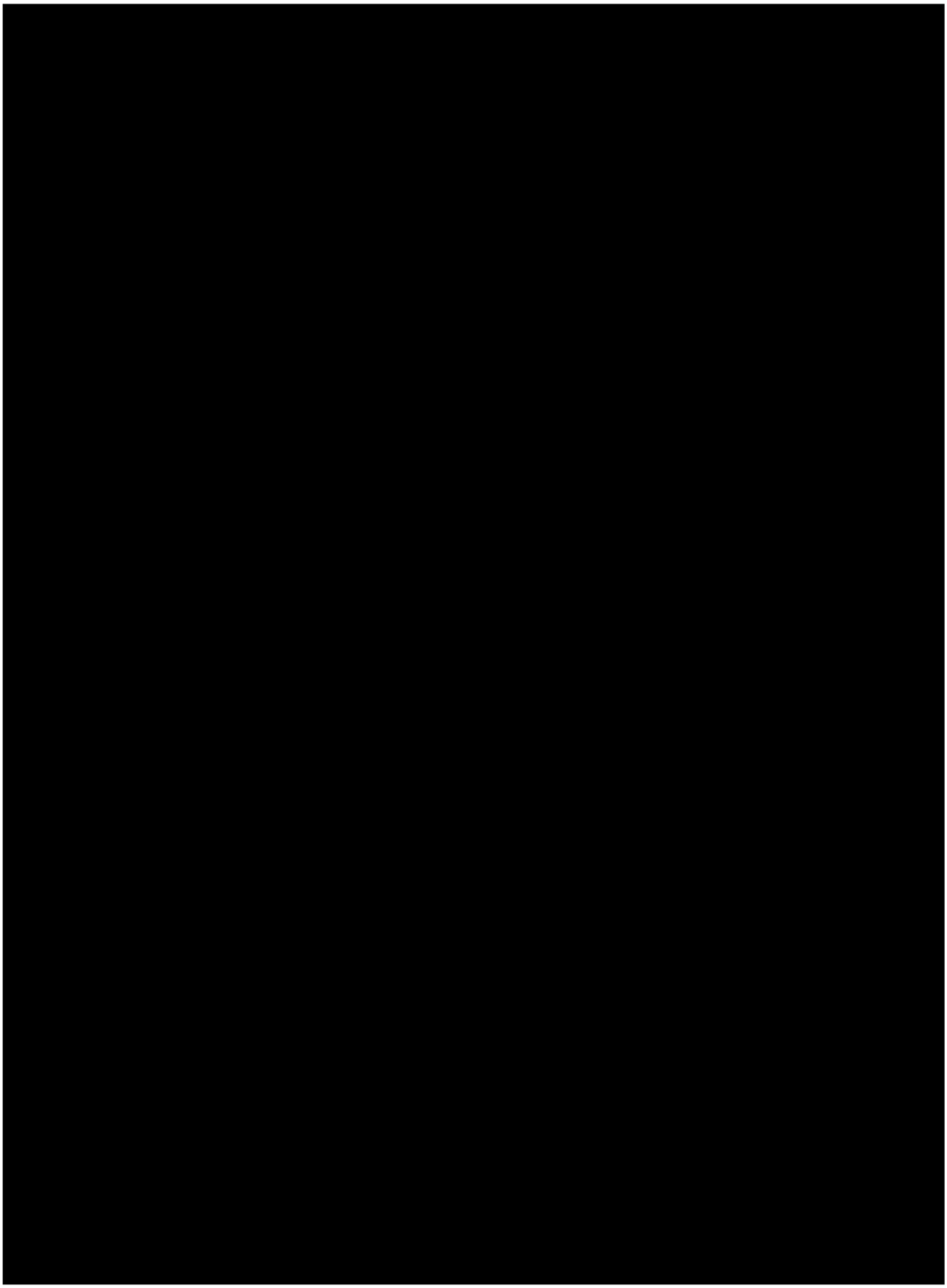

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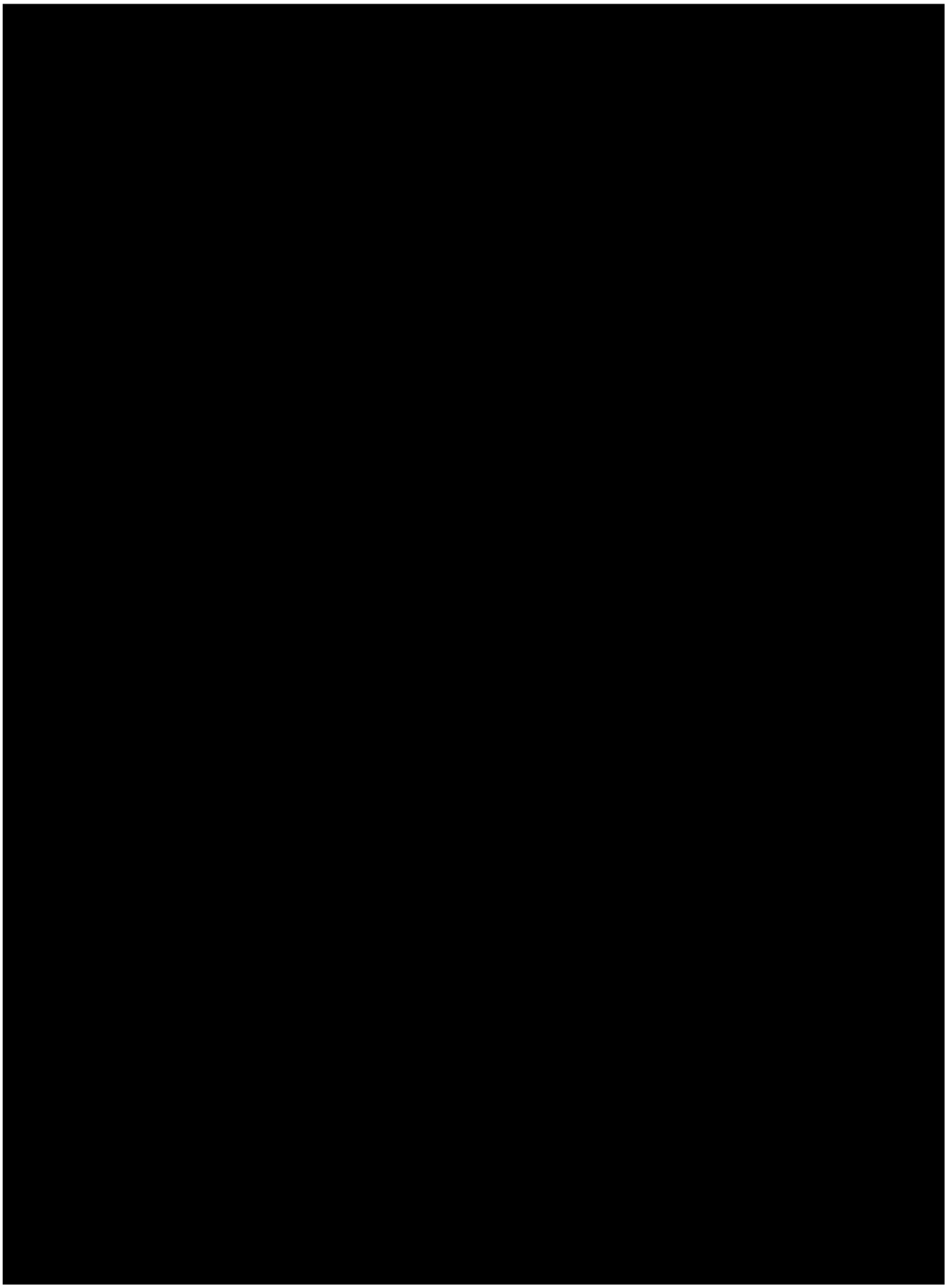

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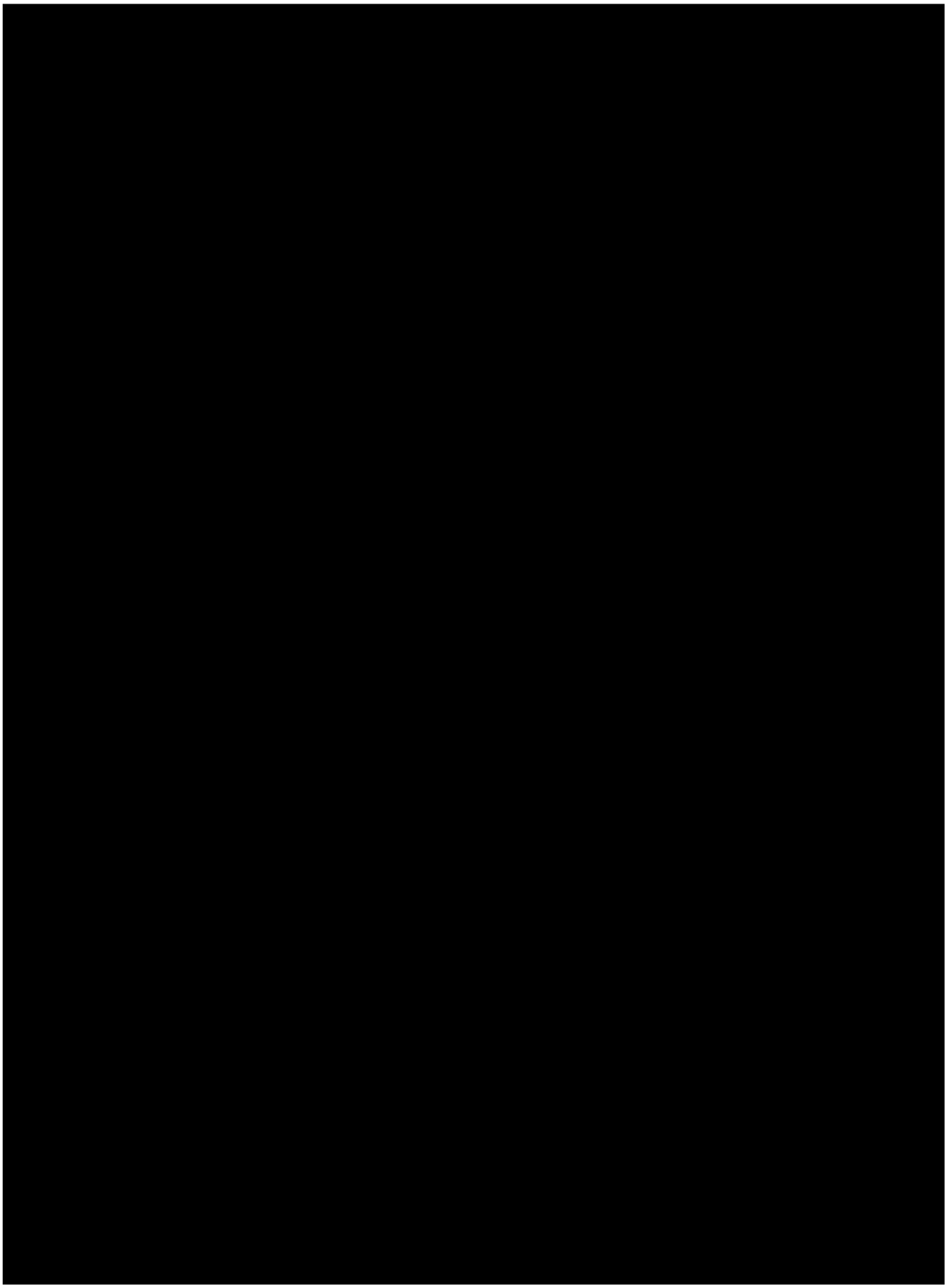

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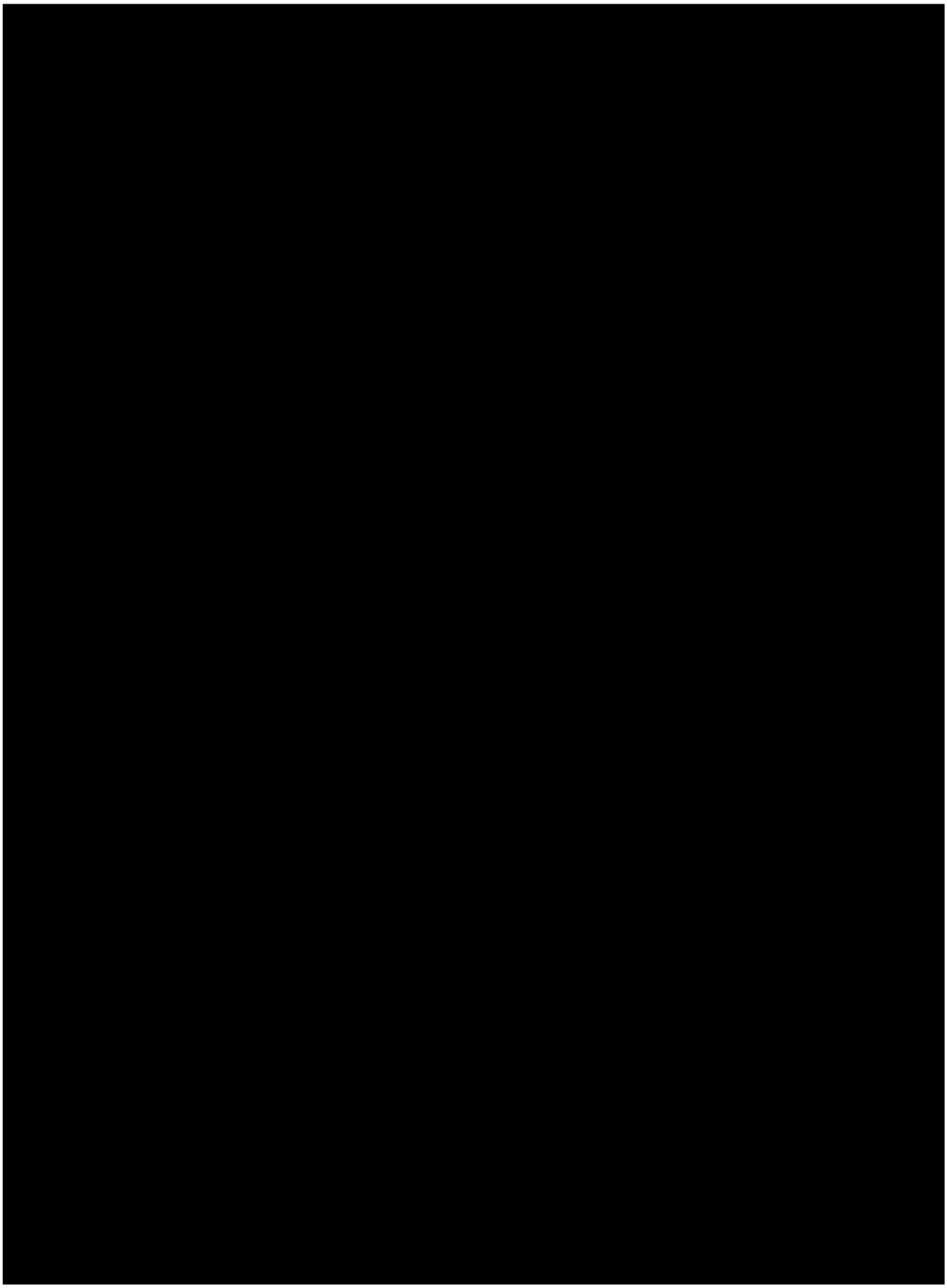

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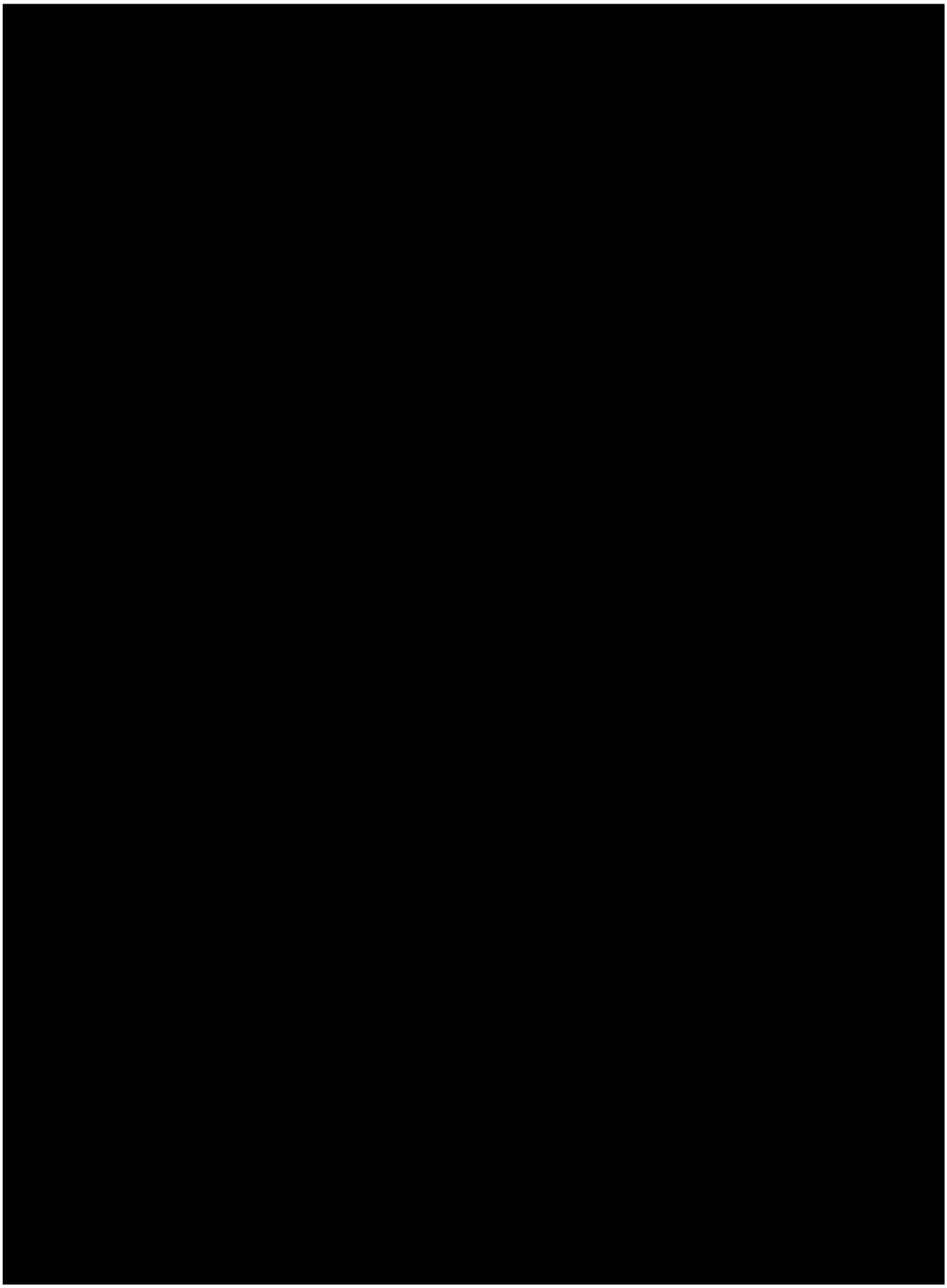

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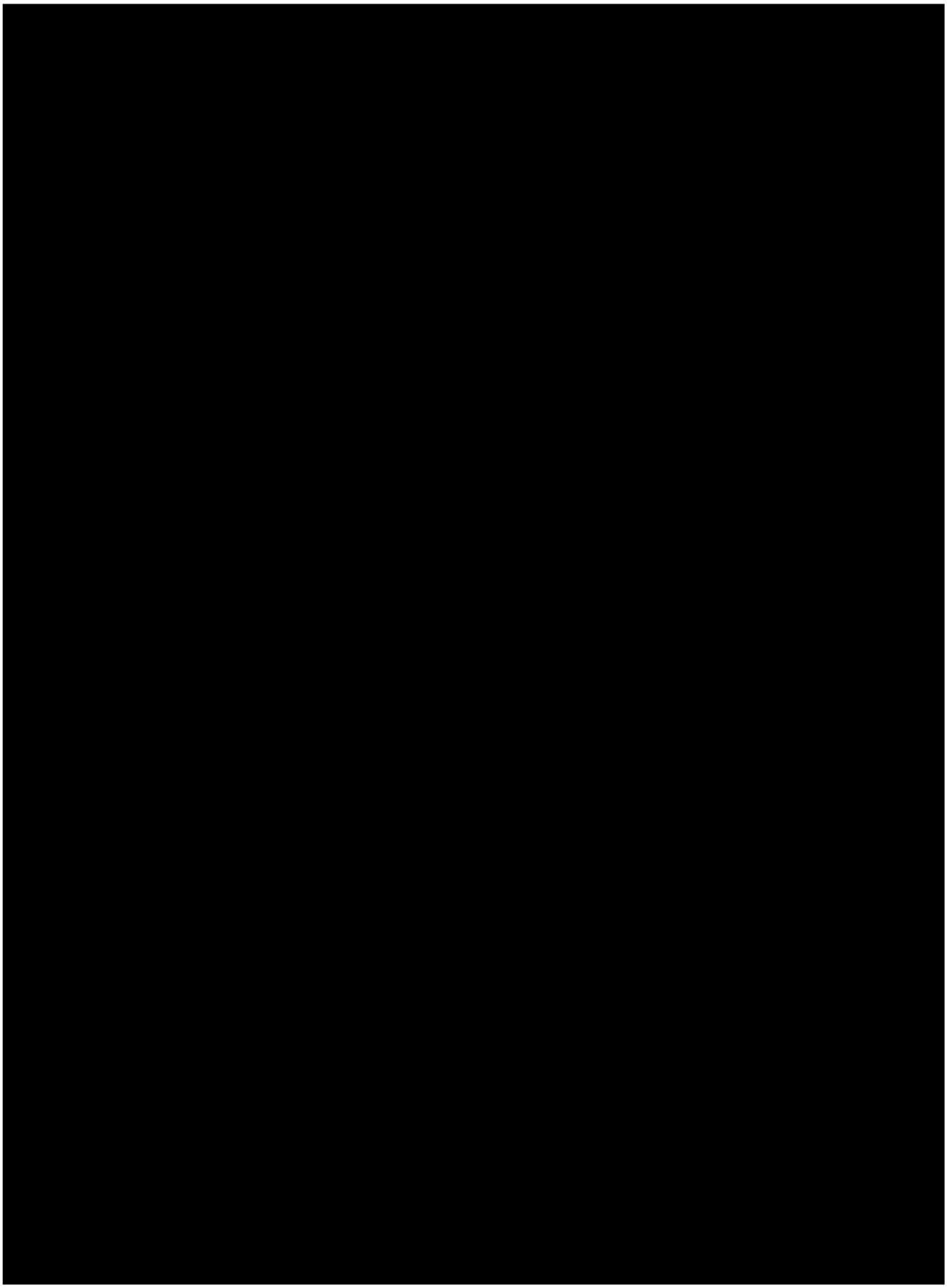

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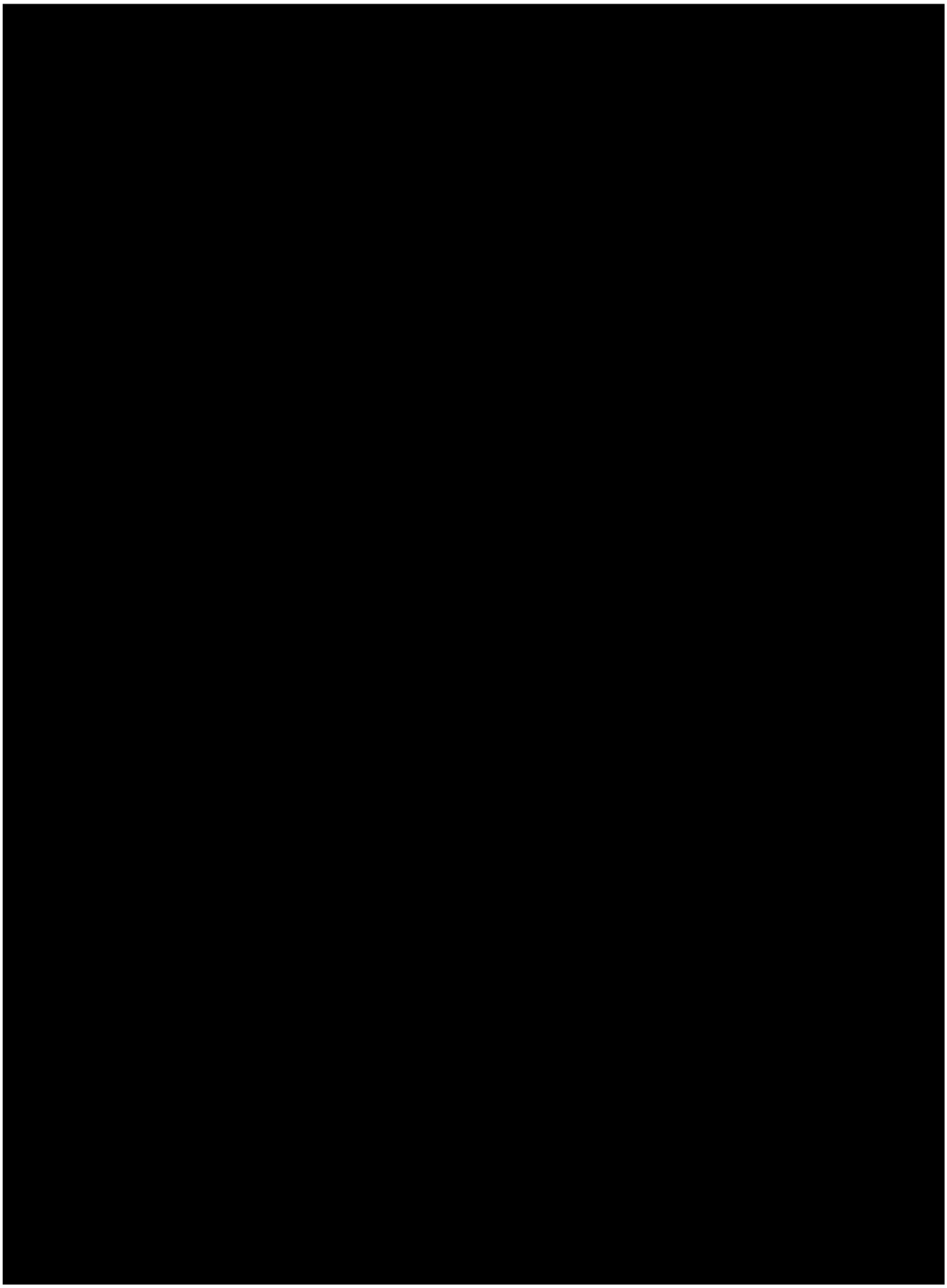

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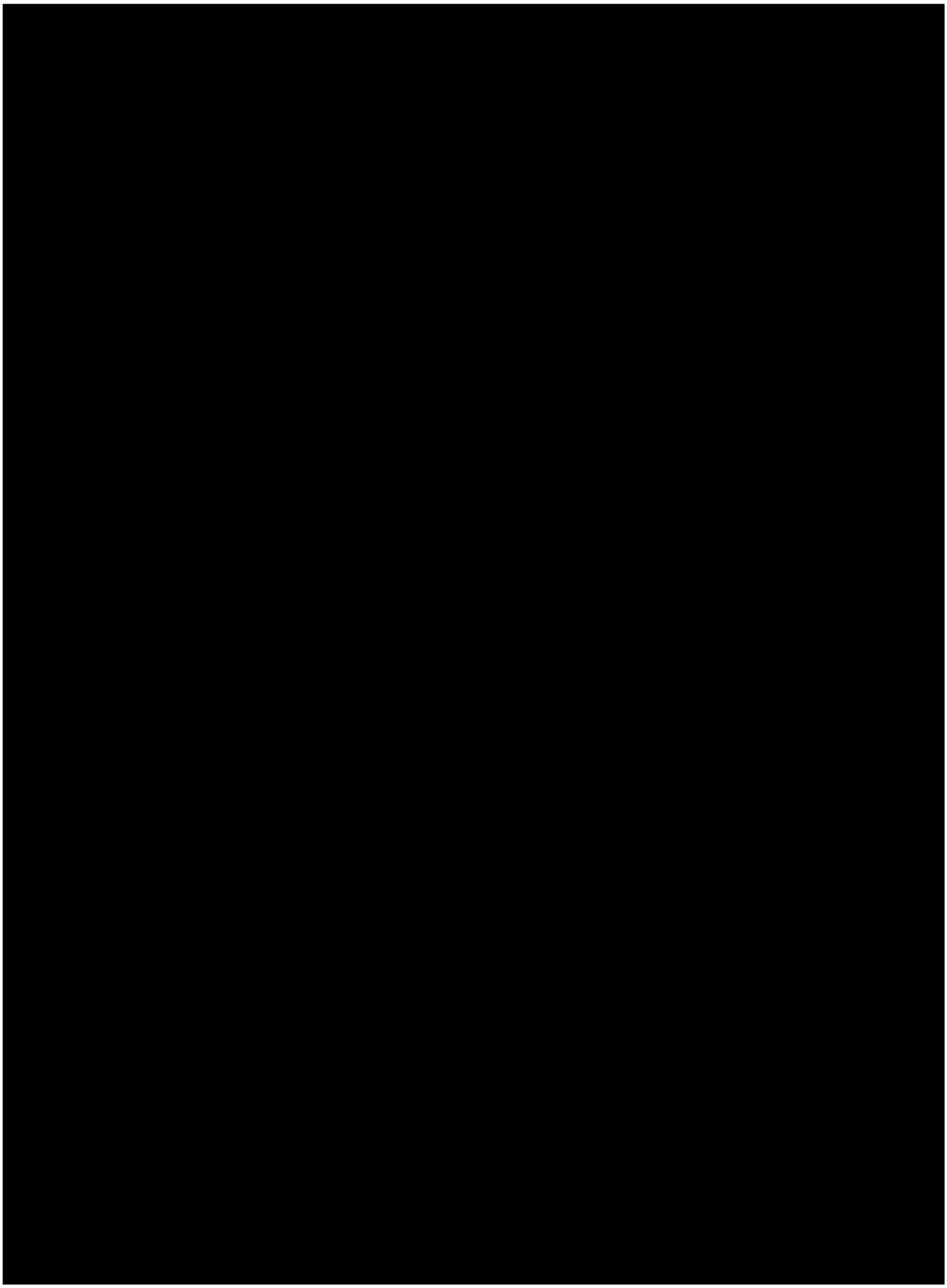

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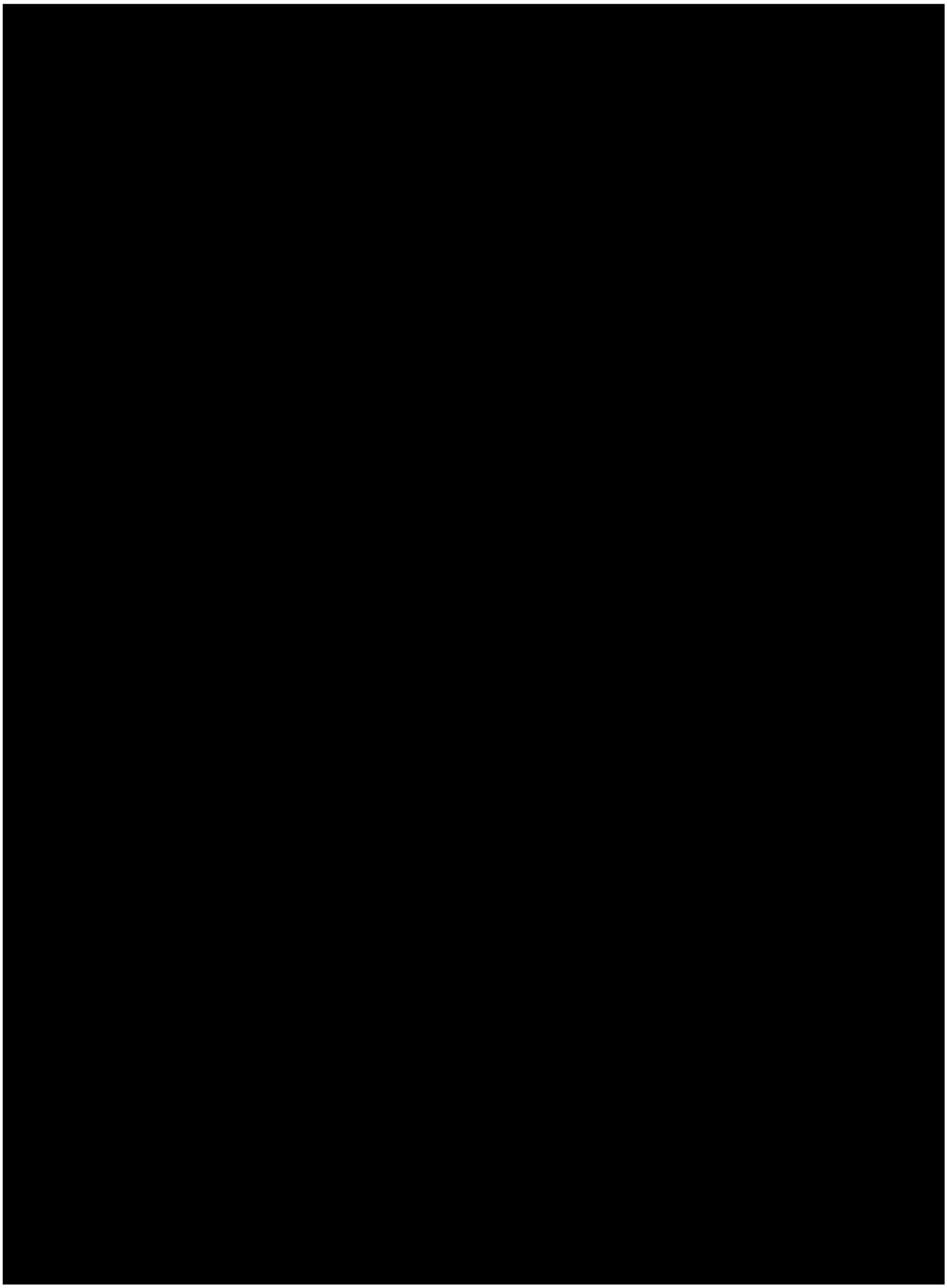

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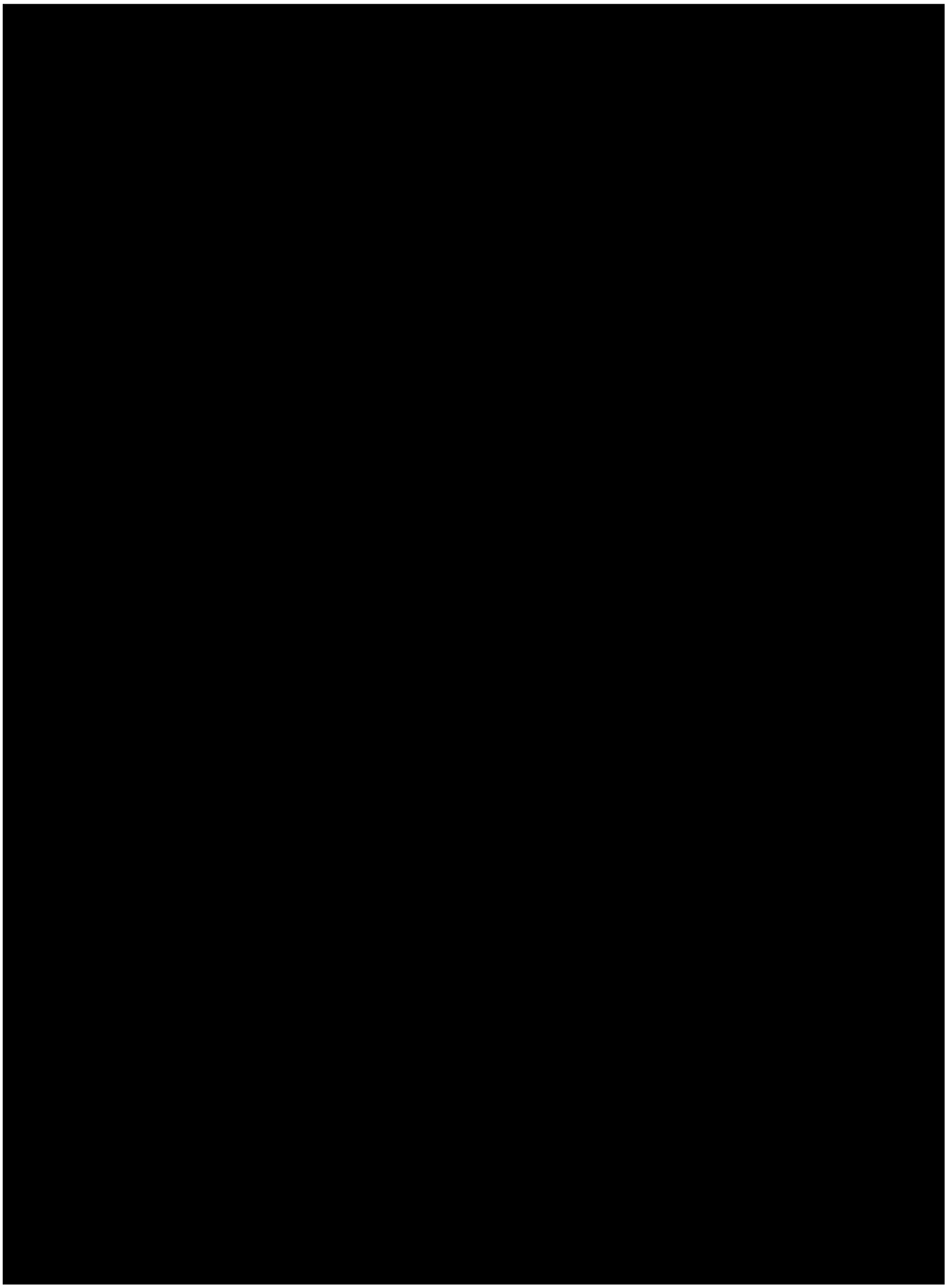

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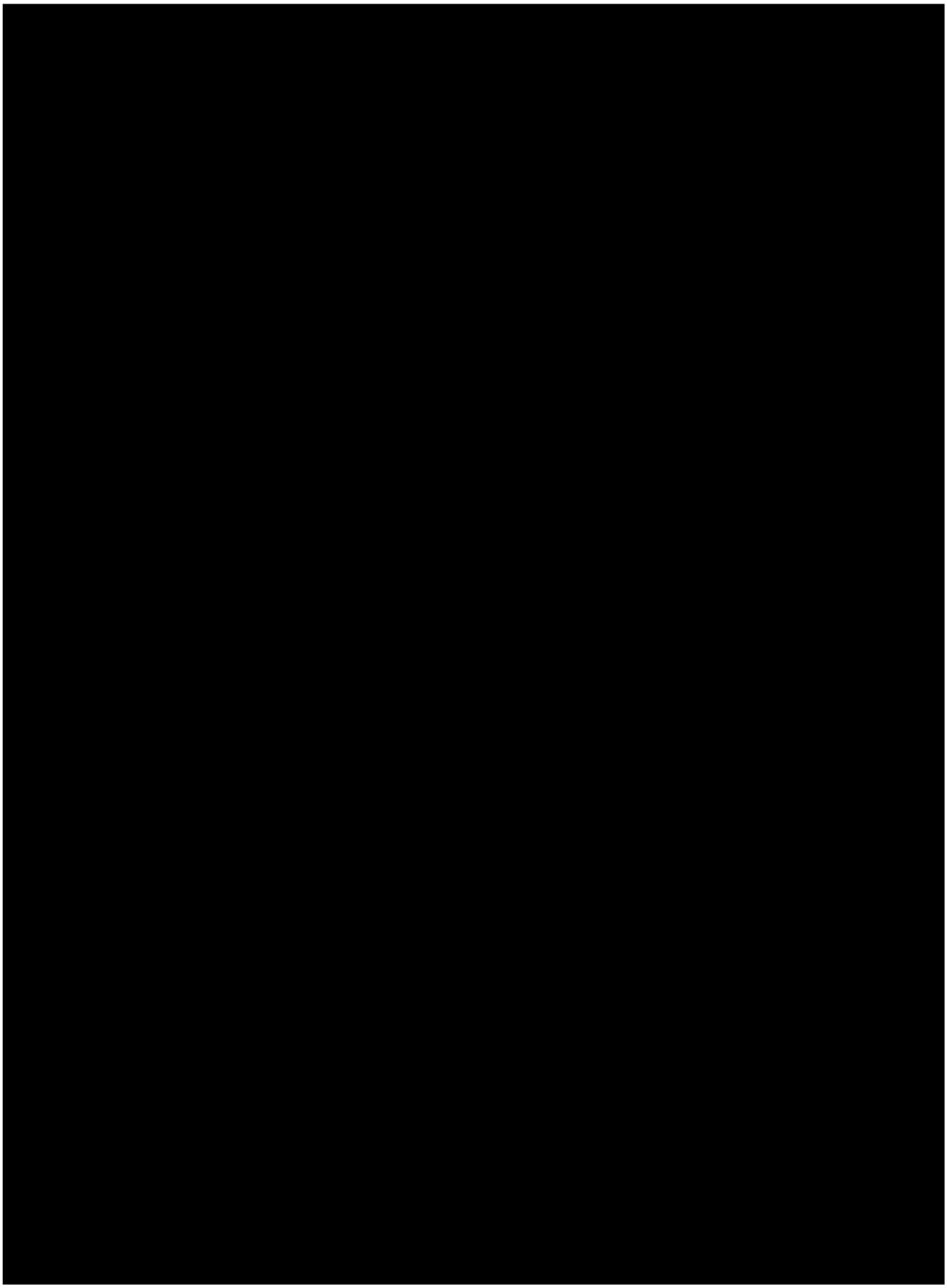

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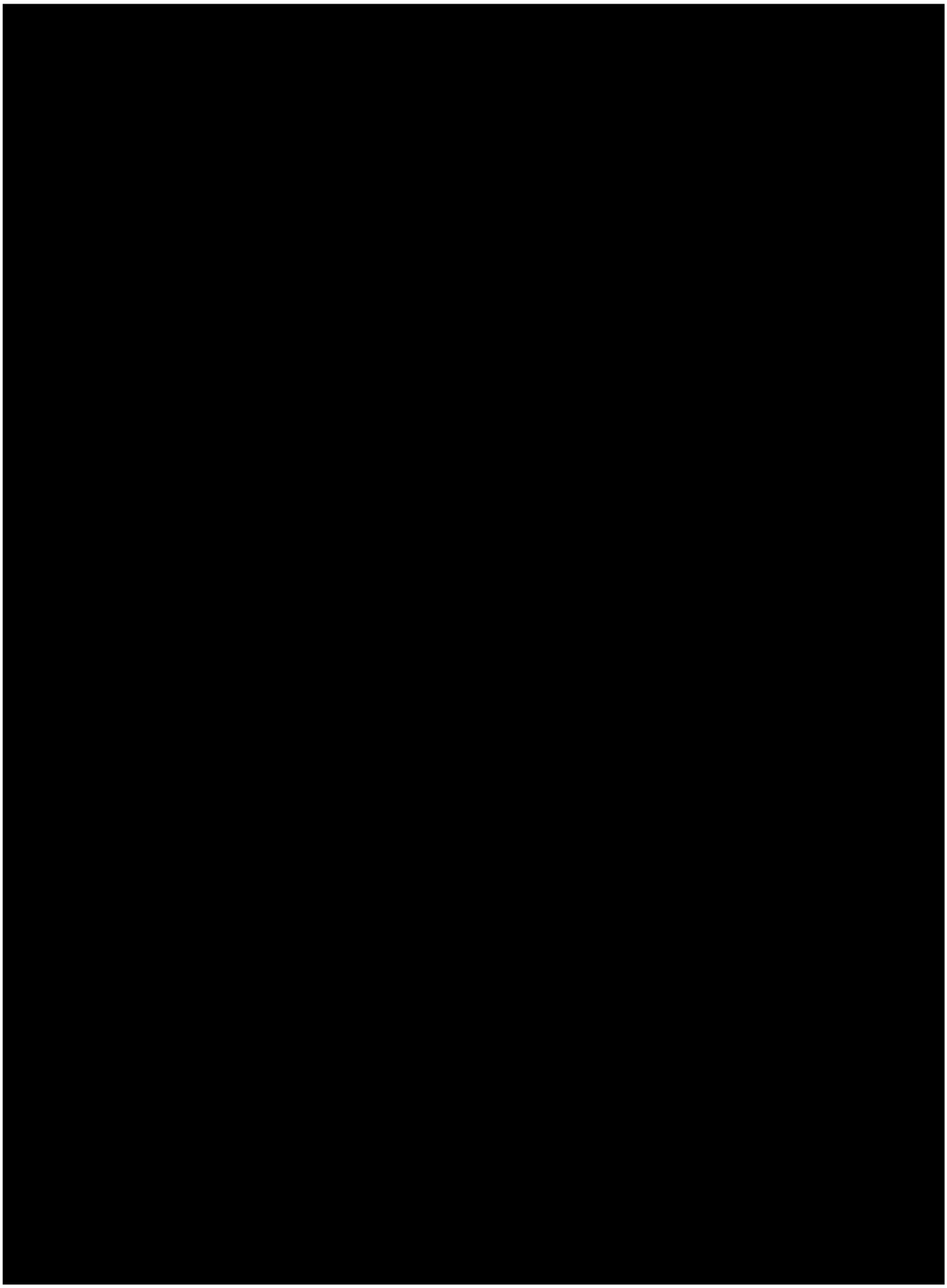

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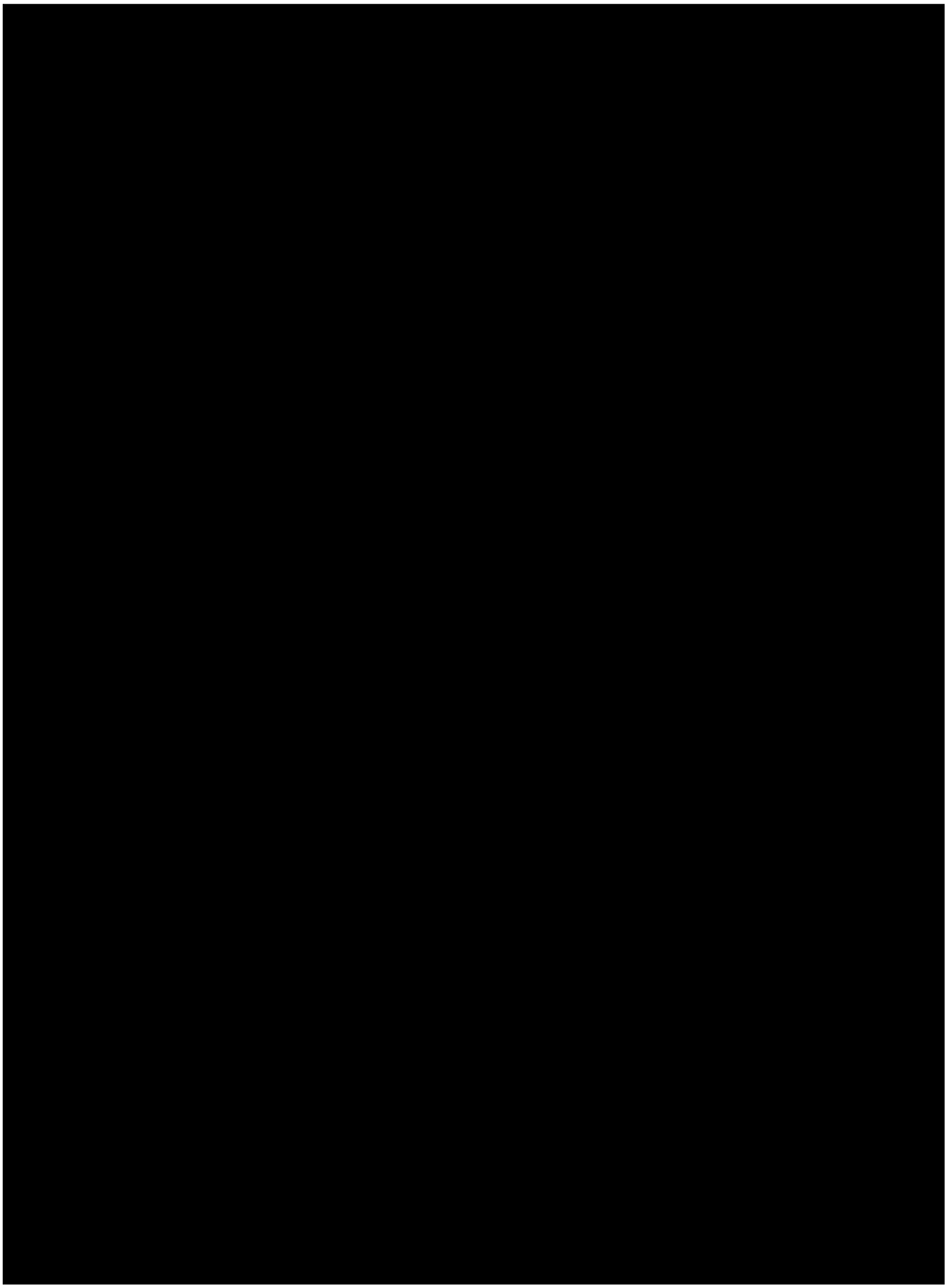

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[redacted]

COUNT II - Fraudulent Concealment (Illinois Common Law)

111. Incorporation by Reference.

Plaintiff realleges paragraphs 1 through 110 and all exhibits and schedules attached or incorporated under 735 ILCS 5/2-606.

A. Illinois Rule, Fraudulent Concealment

112. Illinois Rule.

The common law tort of fraud is designed to protect parties against actionable deceit where informational asymmetry exists. Fraudulent concealment lies where a defendant conceals or suppresses a material fact despite a duty to disclose, thereby inducing the plaintiff's false belief or inaction. The plaintiff could not, through reasonable diligence, have discovered the concealed fact. The plaintiff reasonably relied. The concealment proximately caused pecuniary loss.

B. Elements

113. Elements.

Plaintiff pleads: concealment of a material compensation term; a duty to disclose arising from Defendant's partial compensation statements, its superior or exclusive control of plan and payroll records, escalation to HR or CWS, and statutory notice or consent obligations; intent to induce acceptance or continuation; inability to discover despite reasonable inquiry; actual, reasonable reliance; and resulting damages.

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C. Specific Conduct. Ultimate Facts

114. Duty To Disclose.

Before start, Plaintiff expressly requested his "new compensation plan," start date, hours, and "anything else I should know." Defendant chose to speak "in terms of compensation," sending an Estimator and stating that Goal would fluctuate, while controlling all plan documents, goal setting engines, commission systems, and payroll.

On April 25, 2023, Defendant actively delayed and misdirected Plaintiff's inquiries by stating the compensation matter was "going through the necessary approvals" and "currently in the hands of CWS but things look to be progressing." Plaintiff received no CDWG plan, no Goal Modifier disclosure, and no written deduction authorization before or at start. This delay occurred after Plaintiff had already accepted the role on March 27, 2023, effectively preventing him from discovering the concealment before beginning work.

115. Statutory Notice or Consent Backdrop Acknowledged.

Defendant admits it operates under contracts requiring compliance with applicable federal, state, and local laws and that it complies with the IWPCA, which requires written notice of the pay arrangement at hire, prior written notice of changes, and express written consent for deductions from earned wages.

116. Prior Plan Request Heightening Duty.

On March 6, 2023, Defendant requested Plaintiff's prior compensation plan to avoid dips or shortfalls. Plaintiff provided it. Having solicited the prior plan to assure continuity, Defendant had a heightened duty to identify and disclose material differences, including any post earning Goal Modifier deduction, before applying them. It did not. (Ex. 1)

117. Estimator Not Executed.

Defendant admitted in discovery it did not ask Plaintiff to sign or authorize the Estimator sent May 1, 2023. No other written authorization for wage deductions exists.

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118. No Enforceable Assent to Undisclosed Commission-Reduction Mechanics.

Despite Plaintiff's repeated written requests for the CDWG compensation terms, Defendant did not provide the operative plan language or a written articulation of the rate and terms of pay before Plaintiff began work in the CDWG role, and Defendant did not obtain Plaintiff's written execution or express written assent to any mechanism that would reduce commissions *after* calculation, including any "Goal Modifier" subtraction from a stated **commission payout.**

119. Concealment.

Despite speaking about compensation and goal fluctuation, Defendant concealed the material terms of the new compensation plan itself and did not disclose the material differences from the prior compensation arrangement, including: a change from an hourly plus monthly bonus employment plan to an hourly plus uncapped commission scheme determined by an agreed commission rate applied to Plaintiff's monthly gross profit, and then, separately, a goal modifier which reduced earned commissions *retroactively*; introduction of split credits that could reduce Plaintiff's revenue and gross profit credit by 50 percent or less; expansion of payment lags to two months for specific sales transactions; and addition of a broad discretion or interpretation block reserving unilateral change rights. Defendant further did not disclose that amounts labeled **"COMMISSION PAYOUT"** would be reduced *after* calculation by a separate "Goal Modifier" line item, nor did it seek or obtain Plaintiff's express written consent to such post earning subtractions.

120. Concealment of YTD Mechanics And Carried Forward Goal Modifier Basis.

Defendant concealed that the Goal Modifier was calculated based on year-to-date goal attainment and that the percent could be carried into Plaintiff's new role at approximately 70% based on attainment in a different business unit, thereby functioning as a post earning reduction untethered to the commission producing work for CDW Government.

121. Sophistication of the Concealment.

The fraudulent nature of Defendant's compensation mechanics was so effectively concealed within the complexity of the commission portal and the 'Residency' environment that it deceived

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even a professional with Plaintiff's specific expertise in Business Administration. Defendant utilized the high-pressure sales environment and the 'Residency' status to prevent Plaintiff from conducting a forensic review of his pay until after he had transferred. Plaintiff only recognized the structural violations of the IWPCA upon gaining the professional distance necessary to review the cumulative data in Schedule A, demonstrating that Defendant's concealment was 'active' and designed to bypass detection by even sophisticated employees.

122. The 'Curative Disclosure' As Evidence of Systemic Fraud.

The depth of Defendant's concealment is evidenced by the mandatory, department-wide 'How Do I Get Paid?' mass-sessions held in February 2024. This 'mass production' was an abnormal deviation from standard business operations, necessitated only by the fact that Defendant had systematically withheld material compensation formulas from its entire Federal sales force. By holding these sessions only after Plaintiff filed a formal wage complaint, Defendant effectively admitted that 'informational asymmetry' was a standard operating condition of the organization. The sessions served as a 'curative disclosure' to address a widespread lack of understanding regarding the Goal Modifier, a lack of understanding that Defendant intentionally created and maintained to induce continued labor without employee consent.

123. Psychological Impact of Concealment.

The predatory nature of the Goal Modifier is designed to produce a sense of professional humiliation in the employee, effectively silencing victims by making the unauthorized wage retention appear as a personal performance failure rather than a structural payroll deduction. This psychological component is an integral part of Defendant's concealment strategy, intended to prevent employees from disclosing the "toxic" nature of the compensation plan to outside parties or legal counsel.

124. Knowledge and Admissions.

Commission statements show **Commission Payout** to Goal Modifier minus to Net equals payroll, and management admitted the amount had been "deducted from you" and submitted to be "paid back." (Ex. 6)

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125. Leadership Review Acknowledging Nondisclosure.

Defendant's "Internal Case Close Review" states:

> His leaders could have spent more time with Marcellus to make sure he thoroughly understood the differences from his old plan and new plan.

and that:

> No evidence was found that any additional time was taken to go over compensation.

Confirming compensation mechanics were not fully disclosed or understood sufficiently.

126. Prior Complaints.

In discovery, Defendant admitted at least one other employee had complained about the Goal Modifier within the prior five to ten years, evidencing awareness of the materiality of the undisclosed deduction.

127. Investigation Era Admissions.

During Defendant's internal investigation, Defendant held recorded sessions titled "How do I get paid," and a sales leader known as Duke, stated words to the effect that representatives could "make the money back" that they lost to the Goal Modifier, acknowledging that employees lost money to the Goal Modifier and that the loss could be offset only by increased performance.

128. James E. Admissions.

James E., an Employee Relations/HR investigator, admitted during a meeting with Plaintiff that the Goal Modifier was a "deduction." Despite this admission, he closed the case as a "misunderstanding," further concealing the true nature of the wage theft.

129. Inability To Discover Despite Diligence.

Plaintiff exercised reasonable diligence but could not discover the concealed terms because Defendant controlled the plan documents and withheld them despite Plaintiff's specific, documented inquiries. Plaintiff's diligent efforts included:

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a) March 14, 2023: Plaintiff emailed management asking for an update on the opportunity and noting he had provided his compensation details as requested (Ex. 1);
b) April 11, 2023: Plaintiff emailed requesting the start date and "information... on what the transition will be like," to which management replied they were consulting "Coworker Services (HR)";
c) April 20, 2023: Plaintiff emailed asking "what my new hours will be or anything else I should know," effectively soliciting disclosure of material terms;
d) May 1, 2023: Plaintiff explicitly emailed, "do you have a copy of my new compensation plan?"; and
e) May 2, 2023: Plaintiff emailed asking if the goal was "fixed or does it change per month."

Despite these direct inquiries, Defendant provided only an "Estimator" spreadsheet and vague statements about fluctuation, while concealing the Goal Modifier mechanism and failing to provide the written plan. Plaintiff did not have access to the internal commission portal or the final plan documents until after his start date.

130. HR Investigation Corroborated Abnormal Hiring Process.

During Defendant's internal investigation in January 2024, Senior HR Business Partner James E. acknowledged to Plaintiff that:

> The way [Plaintiff] was hired was not typically how CDW hires people.

This admission by Defendant's own HR professional corroborates Plaintiff's allegations that Defendant failed to follow standard procedures for providing written employment terms, offer letters, and compensation plan documentation at the time of hiring. Mr. E.'s acknowledgment confirms that Plaintiff's inability to obtain written CDWG employment terms despite repeated requests was the result of Defendant's abnormal hiring practices, not Plaintiff's failure to exercise due diligence.

131. First Discovery.

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Plaintiff first discovered the mechanism only when the May 2023 commission statement displayed **Commission Payout** to Goal Modifier minus to Net, followed by management's "deducted and paid back" admission.

132. Reliance And Damages.

Plaintiff accepted and began the role without a CDWG plan or deduction authorization and continued while seeking clarity, reasonably relying on Defendant's compensation positioning and omissions. Damages include: reliance or benefit of the bargain shortfalls as reflected in W 2 wage differentials between Plaintiff's prior CDWD role and his CDWG earnings and foreseeable consequential losses including cash flow impacts, incidental finance charges or fees, diminished savings or retirement contributions, and loss of use for ordinary personal and charitable allocations.

D. Application element by element

133. Concealment And Duty.

Defendant concealed the post earning Goal Modifier deduction while speaking "in terms of compensation," answering goal questions, escalating to CWS (HR), requesting and reviewing Plaintiff's prior plan to avoid dips, and acknowledging compliance with wage law notice or consent obligations, facts that together created a duty to disclose and obtain express written consent before use.

134. Intent To Induce.

Defendant's selective "Estimator or goal fluctuates" communications, coupled with withholding the Goal Modifier mechanism, were calculated to induce acceptance or continuation under the false impression that commissions labeled **"COMMISSION PAYOUT"** would not be reduced *after* the fact absent disclosure or consent. The "deducted or paid back" admission evidences awareness of the concealed mechanism.

135. Admissions by the “Duke.”

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On February 6, 2024, Defendant held a mandatory meeting titled "How Do I Get Paid?" during which Dustin K. (referred to herein as Duke, a member of the unauthorized group known as "The Commish") admitted that money **"lost"** to the Goal Modifier could be "made *back*." This admission confirms the Goal Modifier is a taking of specific, identifiable funds.

136. The "Benefit" Gaslighting.

Defendant, through James E. and Duke, engaged in a deceptive "spin" by characterizing the Goal Modifier as a corporate "benefit" designed to "increase commissions." Mr. E. claimed that because Defendant "rounds up" penalty percentages (e.g., from 70% to 80%), the unilateral retention of 20% of Plaintiff's wages was a favor to the employee. In reality, Plaintiff's pay shows deductions, not increases to commissions.

137. Circumvention of Law.

This "benefit" narrative was a bad-faith legal work-around intended to bypass the IWPCA (820 ILCS 115/9) requirement for express, written, contemporaneous consent. By redefining a "deduction" as a "benefit," Defendant sought to deceive the Plaintiff into accepting a systematic scheme of wage theft.

138. Inability To Discover; Reliance.

Despite repeated, dated and documented inquiries, Plaintiff could not discover the concealed term because Defendant controlled the plan or records and withheld them. Plaintiff actually and reasonably relied by starting or continuing work without a plan or authorization and discovering the deduction only when it appeared on the statement with the "deducted or paid back" admission.

139. Damages.

The concealment proximately caused pecuniary loss, including reliance or benefit of the bargain shortfalls grounded in W 2s, and consequential losses. No double recovery is sought. Overlapping categories will be offset.

140. Reservation And Supplementation.

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Damages continue to accrue. Plaintiff will supplement under Illinois Supreme Court Rule 213 and, if needed, seek leave to amend the ad damnum and conform pleadings to proofs under 735 ILCS 5/2-616.

E. Relief

WHEREFORE, on Count II Fraudulent Concealment, Plaintiff requests judgment against Defendant awarding compensatory damages including reliance or benefit of the bargain and consequential losses, restitutionary relief, pre and post judgment interest, punitive damages as permitted, costs, and such further relief as the Court deems just.

141. Single Satisfaction or No Double Recovery.

To the extent the same dollars are proved under more than one count, Plaintiff seeks entry of one compensatory award reflecting the greatest recoverable measure, with offsets to prevent double recovery. This reservation does not waive statutory remedies under the IWPCA.

COUNT III - Failure to Pay Wages and Unauthorized Deduction (IWPCA) (820 ILCS 115/1 et seq.)

142. Incorporation By Reference.

Plaintiff realleges all preceding paragraphs 1 through 141 and all exhibits and schedules attached or incorporated under 735 ILCS 5/2-606, including, but not limited to, Schedule A Unpaid Wages and Commissions.

A. Statutory Basis and Purpose

143. Purpose.

The IWPCA governs when and how wages are paid and prohibits deductions from wages or final compensation without the employee's consent. Commissions are wages or final compensation when earned. Employers must pay earned wages timely including commissions and may not

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make deductions unless permitted by law, a valid court order, or the employee's express written consent. Employers must give written notice at hiring of the rate of pay and provide written notice before changing the arrangement. **They may not retroactively adversely affect wages already earned.**

144. Record Keeping Burden Shift.

Under 56 Ill. Admin. Code 300.630(b), when an employer fails to keep records as required by the Act, the employee's allegation of wages due is presumed to be correct. Defendant failed to maintain records accurately reflecting the terms of the Goal Modifier deduction or Plaintiff's consent to it.

145. At-Will Defense Prohibited.

An employer may not rely on Plaintiff's continued employment (at-will status) to show assent to illegal deductions, as this is expressly prohibited by the IWPCA. 820 ILCS 115/9 requires deductions to be authorized by express written consent "given freely at the time the deduction is made." Continued employment does not satisfy this statutory requirement.

146. Characterization Does Not Supply Missing Assent Or Statutory Compliance.

Defendant's preferred labels, including any claim that commissions are only "earned" after application of the Goal Modifier, do not substitute for (i) a compensation arrangement disclosed in a manner permitting knowing acceptance, (ii) written notice of the rate and terms of pay at hiring or change and before implementation of pay-reducing mechanics, and (iii) Plaintiff's express written authorization for any deduction or subtraction from earned commissions.

B. Elements to Show a Violation

147. Elements.

To plead an IWPCA violation, a plaintiff alleges: wages or commissions earned pursuant to an employment agreement or arrangement (verbal, written, or implied); deductions were taken from those wages; the deductions were not required by law, not pursuant to a valid order, and not

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authorized by the employee's express written consent; and or the employer changed compensation terms without prior written notice and *retroactively* reduced earned wages.

C. Specific Conduct. Ultimate Facts

148. Agreement And Rate of Pay.

An agreement existed between Plaintiff and Defendant for the payment of commissions, calculated by applying an agreed commission rate to Plaintiff's gross profit to determine the monthly commission payout **"COMMISSION PAYOUT."**

149. Title And Rate Were Changed Without Prior Written Notice.

Defendant directed Plaintiff to use the title "Account Representative" instead of "Account Manager," and the Account Representative classification carried a lower commission rate than the Account Manager classification, materially reducing Plaintiff's rate and terms of pay without prior written notice.

150. No Knowing Acceptance of the Challenged Mechanism.

Defendant did not provide Plaintiff the CDWG plan and did not provide a written articulation of the rate and terms of pay governing the Goal Modifier mechanics at the time Plaintiff was transferred into the CDWG role or before the mechanism was applied, despite Plaintiff's repeated written requests, and Defendant did not obtain Plaintiff's written execution or other express written assent authorizing a post-calculation reduction from a commission amount presented as **"COMMISSION PAYOUT."** (Ex. 10)

151. Unauthorized Deduction.

Beginning in May 2023, Defendant began applying a separate, specifically labeled "Goal Modifier" debit to Plaintiff's earned **"COMMISSION PAYOUT."** The deduction was made without Plaintiff's express written consent given freely at the time the deduction was made; without written notice of the change in compensation prior to the effective date; and *retroactively*, by reducing commissions already earned and computed. This deduction happened every month.

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152. Post Earning YTD Based Skim Confirms Retroactive Adverse Effect.

Defendant's Goal Modifier was applied based on year-to-date goal attainment and imported into Plaintiff's new role at an approximate 70% level at start, reducing earned commissions for a given month based on prior months and prior unit performance, rather than contemporaneous pay period work, without express written consent.

153. Alternative Characterization Still Violates Notice and Non-Retroactivity Requirements.

Alternatively, even if Defendant contends the Goal Modifier is part of the commission "earning" formula rather than a "deduction," Plaintiff pleads that the Goal Modifier, its year-to-date basis, and its effect of reducing commissions *after* calculation constituted a material pay term and an adverse modification to how Plaintiff was compensated, implemented without prior written notice of the rate and terms of pay and applied in a manner that *retroactively* reduced commissions already calculated and presented as payable wages.

154. Line-Item Mechanics and Admissions Corroborate Deduction Function.

The Goal Modifier functioned as a subtraction from a commission amount already calculated and labeled **"COMMISSION PAYOUT,"** as shown by Defendant's commission statements and payroll matching the reduced net amount, and as further corroborated by management's written admission that the amount was **"deducted**" and "submitted" to be "paid *back*." to Plaintiff.

155. Defendant Admits It Could Change Goals Mid Period Without Signed Consent.

Defendant admitted in Rule 216 discovery that it could change Plaintiff's assigned goal during a performance period without obtaining Plaintiff's signed consent.

156. Defendant Admits Plaintiff's Goal Changed More Than Once During the Relevant Months.

Defendant admitted Plaintiff's goal was changed at least once, and more than once, between June 2023 and April 2024, including changes occurring during the same performance period.

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157. November 2023 Commission Earned.

For the November 2023 commission period, Plaintiff performed sales work resulting in invoiced transactions including a $913,267.13 federal transaction for USACE executed through Bowhead Total Enterprise Solutions, LLC under the HITS-R2 contract vehicle. Defendant's own Commission Summary for November 2023 reflects that Plaintiff generated "MTD Net Commissionable Gross Profit" of $43,646.25. Defendant applied a "Comm Rate" of 11.00% to that Gross Profit and calculated a "Direct GP Commission" of $4,801.09. This $4,801.09 figure represents commissions earned by Plaintiff through completed performance and invoiced sales. (Ex. 6)

158. Plaintiff Substantially Exceeded Monthly Goals.

Defendant's same November 2023 Commission Summary reflects that Plaintiff exceeded monthly performance targets, including "MTD Product Revenue Attainment" of approximately 184% and "MTD Product GP Attainment" of approximately 245%. Under any reasonable understanding of a performance-based commission structure, exceeding goals by these margins would result in full or enhanced commission payment, not a reduction. (Ex. 6)

159. Goal Modifier Applied After Commission Calculated.

Despite Plaintiff's substantial over-attainment, Defendant applied a separate negative line item labeled "Goal Modifier" at a "Modifier Rate" of 80.00%, reducing Plaintiff's **Commission Payout** by $960.22. The Commission Summary reflects the sequential calculation: first, Defendant computed the $4,801.09 "Direct GP Commission" based on Plaintiff's credited Gross Profit and commission rate; then, Defendant applied the negative Goal Modifier as a separate line item; resulting in a reduced "Total Calculated Payout" of $3,840.87. This sequential presentation on Defendant's own wage records demonstrates that the Goal Modifier operated as a post-earning reduction applied after commissions were calculated and shown as payable, not as a disclosed pre-earning term. (Ex. 6)

160. Goal Modifier Based on YTD Attainment, Not Current Period Performance.

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The fact that Plaintiff exceeded his November 2023 monthly goals by approximately 184% to 245% yet still received a negative Goal Modifier reduction establishes that the Goal Modifier was not based on Plaintiff's performance in the pay period for which the commissions were earned. The Goal Modifier was based on year-to-date attainment carried forward from earlier periods, thereby functioning as a retroactive penalty for prior periods including periods before Plaintiff started in the CDWG role rather than as a condition precedent to earning commissions in November 2023.

161. Unauthorized Deduction Not Tied to Transaction.

The "Goal Modifier" reduction was not an invoice-level adjustment tied to any specific invoice line item for the November 2023 pay period, as demonstrated by its absence from Defendant's Invoice Detail report where legitimate transaction adjustments are itemized. The reduction was imposed at the commission level based on Plaintiff's individual year-to-date attainment, not deal characteristics, and was applied differently to Plaintiff than to a co-worker with identical GP credit on the same transaction. Defendant did not obtain Plaintiff's express written authorization for this commission reduction.

162. Violation.

By applying the Goal Modifier to reduce Plaintiff's earned commissions without express written authorization, without prior written disclosure of the mechanism, and in a manner that *retroactively* reduced commissions already calculated and presented as payable wages, Defendant violated 820 ILCS 115/9.

163. The "Benefit" Deception as a Section 9 Violation.

Defendant willfully violated Section 9 of the IWPCA by unilaterally retaining earned commissions under the guise of a corporate "benefit." Through agents like James E. and Duke, Defendant broadcast a fraudulent narrative that the Goal Modifier was "designed to increase commissions."

164. Mischaracterization to Avoid Consent.

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This "benefit" narrative was a deliberate legal work-around intended to bypass the statutory requirement for express, written, contemporaneous consent. By play-acting that a 20% wage reduction was a "favor" or a "benefit," Defendant sought to deceive employees into accepting deductions that would otherwise be recognized as illegal under the IWPCA.

165. Lack Of Authority Of "The Commish."

Duke and other members of the unauthorized, informal group known as "The Commish" exercised sovereign-like control over Plaintiff's earned wages without any written charter, authority, or legal basis to do so. Their admissions specifically Duke's statement that money **"lost"** to the modifier could be "made *back*" prove that Defendant viewed Plaintiff's earned commissions as company property rather than wages due to the employee.

166. Double Profit and Commission Rate Reduction.

Defendant profits twice from the sales transactions generated by Plaintiff. First, Defendant retains the majority of the profit from the sale itself. Second, Defendant retains a portion of the commission allocated to the employee by applying the Goal Modifier deduction. This results in the agreed commission rate being effectively reduced after the fact. (Ex. 10)

167. Admission and Late Payment.

The initial 263.72 "Goal Modifier" deduction from May 2023 was the subject of an internal written complaint. In response, **Defendant admitted the amount had been "deducted" and promised it would be "paid back"** by July 21, 2023. Defendant ultimately repaid this specific fund on August 04, 2023, returning the amount to Plaintiff's paycheck and categorizing it as "EARNINGS," demonstrating that the initial deduction was unauthorized, the payment was untimely, and the underlying commission deduction was rightly earned by Plaintiff.

168. Pattern Of Unauthorized Deduction and Underpayment.

Following the May deduction, Defendant continued to apply the same unauthorized "Goal Modifier" deduction mechanism in subsequent pay periods through May 2024. The cumulative amount of unauthorized deductions totals 4,696.61. (Schedule A)

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169. Still Unpaid Wages.

After accounting for the single 263.72 repayment on August 04, 2023, the full remaining amount of unlawfully withheld wages and commissions is 4,432.89, which remains unpaid as of the date of this Complaint.

D. Application of Facts to Statutory Elements

170. Unauthorized Deduction.

Defendant violated the IWPCA by unilaterally reducing Plaintiff's earned commissions with the "Goal Modifier" debit without obtaining the mandatory express written consent given freely at the time the deduction was made. The subsequent repayment of the initial 263.72 only confirms the deduction was unauthorized and does not vitiate the underlying violation.

171. Defendant's "Not A Deduction" Defense Rests on a Missing Foundation.

Defendant cannot defeat the unauthorized-deduction element by asserting that commissions were only "earned" after the Goal Modifier, where Defendant did not provide the operative pay terms in writing at transfer or prior to implementation and did not obtain Plaintiff's express written authorization for any reduction from commissions presented as payable wages.

172. Failure To Pay Timely and Fully.

Defendant violated the IWPCA by failing to pay the entire 4,432.89 of earned commission and compensation on the next regularly scheduled pay dates following each work period.

173. Late Payment Penalty.

Defendant is liable for 2 percent per month penalty on the 263.72 for the period it was detained and paid late from its due date until August 04, 2023.

174. Willful Violation.

Defendant's conduct including admitting the deduction was improper, promising a refund, paying it late, and then continuing to apply the exact same unauthorized deduction in subsequent months

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despite written complaints constitutes a willful and knowing violation of the IWPCA, entitling Plaintiff to liquidated damages.

175. Willfulness Corroborated by Investigation Era Acknowledgment.

Defendant's recorded "How do I get paid" sessions, including the statement that representatives could "make the money back" lost to the Goal Modifier, corroborate Defendant's knowledge that the Goal Modifier caused employees to lose money and supports willfulness in continuing the practice after complaint and investigation.

175a. Continuous Violation - Failure to Provide Advance Written Notice of Rate Changes.

Each application of the Goal Modifier constituted a change in Plaintiff's rate of pay requiring advance written notice prior to the time of change under 820 ILCS 115/10. The Goal Modifier percentage varied monthly based on year-to-date performance, causing Plaintiff's effective commission rate to change each pay period. For example, in May 2023, the stated commission rate was 9%, but the Goal Modifier reduced the effective rate to approximately 6.3%. In November 2023, the stated rate was 11%, but the Goal Modifier reduced the effective rate to approximately 8.8%. Each monthly variance in the modifier percentage constituted a separate change in the rate of pay. Defendant never provided advance written notice of these rate changes as required by statute. Defendant's pattern of applying variable post-earning reductions without advance notice constitutes a continuing violation of Section 10's notification requirements, demonstrating willful disregard for statutory wage protections and supporting an award of damages, statutory penalties, and attorneys' fees under 820 ILCS 115/14.

E. Damages or Relief

WHEREFORE, on Count III IWPCA, Plaintiff respectfully requests judgment awarding: unpaid wages and commissions totaling 4,432.89; liquidated damages equal to 5 percent of the total underpayment for each month the wages remained unpaid; the 2 percent per month penalty on the 263.72 from its due date until August 04, 2023; costs and reasonable attorney's fees; pre and post judgment interest; and such further relief as the Court deems just.

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COUNT IV - Conversion (Common Law)

176. Incorporation By Reference.

Plaintiff realleges all preceding paragraphs 1 through 175 and all exhibits and schedules attached or incorporated under 735 ILCS 5/2-606, including, but not limited to, Schedule A Unpaid Wages and Commissions.

A. Elements of Conversion

177. Elements.

The tort of conversion is the unauthorized and wrongful assumption of control, dominion, or ownership over the personal property of another, to the exclusion of or in defiance of the owner's rights. To state a claim for conversion, Plaintiff must allege that he has a right to the specific property; he has a right to immediate possession of the property; the Defendant wrongfully exerted unauthorized control over the property; and Plaintiff demanded possession of the property and the Defendant refused, or the conversion is otherwise clear.

178. Specific And Identifiable Funds.

Although conversion typically concerns tangible property, money is convertible where it is specific, identifiable, and segregable, and the plaintiff has an absolute and unconditional right to immediate possession of that sum. Commissions that have been earned and calculated, and then segregated and reduced by a discrete, labeled deduction such as "Goal Modifier" shown line by line on a commission statement, constitute a specific, identifiable fund for purposes of conversion when the employer withholds or exercises wrongful dominion over that fund.

B. Application of Facts

179. Specific Identifiable Property.

The **Commission Payout** funds listed in Schedule A totaling 4,432.89 constitute specific, identifiable funds to which Plaintiff had an immediate right of possession, having been calculated and rightly earned pursuant to the agreed compensation arrangement.

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180. Right To Possession.

Pursuant to the employment agreement and the requirements of the IWPCA, Plaintiff had the right to the immediate and full payment of these earned commissions on the next regularly scheduled pay dates following each work period.

181. Wrongful Exertion of Control.

Defendant wrongfully exerted unauthorized control and dominion over the specific **Commission Payout** funds by unilaterally applying the "Goal Modifier" debit to the calculated payout, thereby diverting and retaining Plaintiff's property to the exclusion of Plaintiff's ownership rights. This exercise of wrongful dominion was effectuated without regard for Plaintiff's immediate need to use these earned wages to pay ordinary and necessary living expenses. Even a reduction of $100 can ruin the finances of a lower-level employee like Plaintiff, affecting ability to pay for basic necessities like electricity. This discrete skim of wages constitutes a significant financial disruption.

182. Contemporaneous Recognition of Financial Harm.

Plaintiff's contemporaneous text messages to a non-percipient personal contact document the immediate financial harm caused by Defendant's unauthorized wage takings. On January 4, 2024, Plaintiff messaged: "Every pay check this new team I joined is deducting all this money from my paycheck. Last pay check they took 900 dollars." Plaintiff further stated: "I need that money for my bills!" The contact responded identifying the compensation scheme as rigged. On January 18, 2024, the personal contact advised filing an HR complaint, and Plaintiff filed his formal EthicsPoint complaint that same day, sharing the report file with the contact. On January 22, 2024, after meeting with HR investigator James E., Plaintiff calculated and reported to the personal contact that Defendant had withheld a total of $3,080.11 from his earned commissions through the Goal Modifier mechanism.

183. Context of the Duke's Admission.

The February 6, 2024 "How Do I Get Paid" meeting was a mandatory, department-wide session scheduled by Defendant in direct response to Plaintiff's January 18, 2024 EthicsPoint complaint

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and the comprehensive documentation Plaintiff provided to HR investigator James E. on January 22, 2024. The meeting was divided into three recorded sessions for the entire Federal sales team and represented Defendant's first attempt to provide goal-setting formulas and commission calculation mechanics to employees, despite these employees having worked under the compensation structure for months or years without such disclosure. The timing, mandatory nature, and recorded format of these sessions demonstrate that Defendant's concealment of compensation mechanics was intentional and company-wide, necessitating a "curative disclosure" only after a formal complaint was filed. (Ex. 7)

184. November 2023 Specific Identifiable Funds.

For November 2023, Defendant calculated Plaintiff's "Direct GP Commission" at $4,801.09. This amount, shown on Defendant's own Commission Summary as the **commission payout** before the Goal Modifier reduction, constitutes specific, identifiable funds to which Plaintiff had an immediate right of possession. Defendant wrongfully exerted control over $960.22 of that amount by applying the Goal Modifier as a separate negative line item, reducing Plaintiff's payout to $3,840.87 and retaining the $960.22 difference. (Ex. 6)

185. Defendant's Own Characterization Confirms Specific, Identifiable Fund.

During a mandatory, recorded company meeting held on or about February 6, 2023, a Federal Sales Manager known as "Duke" stated to the assembled Federal sales team words to the effect that:

> Money lost due to the Goal Modifier could be made back by working harder or exceeding goals in subsequent periods.

This admission demonstrates that Defendant itself treated Goal Modifier reductions as specific, identifiable amounts taken from employees' funds that could theoretically be restored through future performance rather than as conditions precedent to earning commissions. By characterizing the Goal Modifier as causing employees to "lose" money that could later be "made *back*," Defendant's own agent confirmed that the mechanism operated as a post-earning taking from a specific, identifiable fund, not as part of the commission-earning formula. The recording of this meeting is within Defendant's possession, custody, or control.

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186. Consequential Loss and Loss of Use.

The cumulative, unauthorized taking of the **Commission Payout** funds directly caused foreseeable consequential damages, including the loss of use of the specific **Commission Payout** amounts for necessary personal expenses and debt service. As a direct result of the income reduction, which followed a period during which Plaintiff had never previously incurred a late debt payment, Plaintiff was forced to apply for student loan forbearance to pause monthly payments of approximately 800 dollars and reduce payments to 25 dollars a month, which was approved on September 25, 2023, based on the lender's review of Defendant's payroll documentation and determination of "Reduction in income." This action required Plaintiff to exhaust available forbearance options to cover basic bills, resulting in the loan ultimately going into default and the entire outstanding balance of 125,091.14 becoming due.

187. Demand And Refusal.

Plaintiff made repeated demands for the return of the withheld commissions, including specific demands documented on June 21, 2023, January 18, 2024, and the formal claim filed with the Illinois Department of Labor on October 9, 2024. Defendant has, to date, refused to return the full remaining amount of 4,432.89, constituting a continuing and wrongful conversion of Plaintiff's property.

C. Damages or Relief

WHEREFORE, on Count IV Conversion, Plaintiff respectfully requests judgment awarding the full remaining value of the converted funds totaling 4,432.89; consequential damages for loss of use including financial fees, charges, and losses incurred as a direct result of the reduction in income, pre and post judgment interest; and such further relief as the Court deems just.

COUNT V - Unjust Enrichment (in the alternative to Conversion)

188. Incorporation By Reference.

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Plaintiff realleges all prior factual allegations paragraphs 1 through 187 as if fully set forth herein.

A. Legal Basis. Alternative Pleading

189. Legal Basis.

Under Illinois common law, a defendant that obtains and retains a monetary benefit that, in equity and good conscience, should be returned is unjustly enriched. This Count is pled in the alternative to statutory claims including the IWPCA claim and other legal theories, to the extent the Defendant disputes the applicability of those primary claims or where legal remedies do not fully restore Plaintiff's gain including the time value or use of withheld commissions.

B. Elements

190. Elements.

Plaintiff alleges: benefit conferred. Plaintiff's earned commissions wages were withheld via the "Goal Modifier" line item and related payroll handling; knowledge and retention. Defendant knowingly retained those sums in its treasury and the use of those sums after notice and over Plaintiff's objections; and inequity. It is unjust for Defendant to retain either the sums or their time value because the deductions lacked Plaintiff's freely given, contemporaneous written authorization, contravened the compensation communications, and were followed by an express promise to refund that was not timely honored.

191. Double Profit at Plaintiff’s Expense.

Defendant benefits twice from the sales transactions generated by Plaintiff. First, Defendant retains the majority of the profit from the sale itself. Second, Defendant retains a portion of the commission allocated to the employee by applying the Goal Modifier deduction. This "double dipping" constitutes an unjust retention of benefit at the expense of the employee. (Ex. 10)

192. Distinction From IWPCA.

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This claim is not duplicative of the IWPCA claim because it addresses the unjust retention of the benefit (the time value of the money and the double profit) rather than just the unpaid wages themselves.

C. Ultimate Facts. Specific Conduct

193. May 2023 Withholding.

The May 2023 Commission Statement shows a "Goal Modifier" reduction of 263.72 taken post earning from Direct GP Commission. (Ex. 4)

194. Promise To Repay.

On July 5 through July 7, 2023, management acknowledged the reduction and promised to have 263.72 "paid back," telling Plaintiff to expect it on the 7-21-23 payroll.

195. July Offset, Not Repayment.

Plaintiff's 7-21-23 advice reflects equal and opposite "EARNINGS" entries negative 263.72 and positive 263.72, netting 0 dollars to Plaintiff that cycle. Defendant retained the use of Plaintiff's funds through July.

196. August Repayment.

Defendant first actually repaid the May amount on 8-04-23 via "Special Bo... 263.72."

197. Continuing Withholdings.

After the promise to refund May, Defendant continued applying "Goal Modifier" reductions without Plaintiff's written consent: June 2023 minus 309.67; July 2023 minus 302.28; August 2023 minus 569.63. Subtotal retained June through August 2023 equals 1,181.58 subject to exact payroll true ups. (See Schedule A)

198. Appreciation Of Benefit.

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Defendant had full knowledge and appreciation of the benefit conferred. Its own Commission Statements reflect the withholdings. It acknowledged the issue and directed a refund. It nevertheless retained later withholdings and the time value of money.

199. Not Voluntary.

The withholdings were not voluntary payments. They occurred automatically in payroll, over Plaintiff's contemporaneous objections and without full information or meaningful choice. Plaintiff promptly sought removal or refund and re assignment to stop further harm. (Ex. 5)

D. Application, Unjust to Retain

200. Unjust Retention.

Defendant's retention of Plaintiff's earned commissions and the use or earnings on those sums is unjust because the deductions lacked the required contemporaneous, written authorization as mandated by the IWPCA; the practice was applied post earning; Defendant promised to refund the May amount but only net zeroed July and did not pay until 8-04-23; after admitting the issue, Defendant continued the same practice for June through August; and equity requires restoring both the principal and any benefit of retention including time value, because Defendant's treasury, not Plaintiff, had the use of the money.

201. Adequacy of Legal Remedies.

To the extent statutory remedies do not disgorge Defendant's gain or reach categories outside the statute's scope including unjust time value between the withholding and actual repayment, equitable restitution and disgorgement are necessary to make Plaintiff whole and to deprive Defendant of unjust gains.

E. Relief

WHEREFORE, on Count V Unjust Enrichment, Plaintiff requests entry of judgment for restitution or disgorgement of all amounts unjustly retained as identified in Schedule A including at least 1,181.58 for June through August 2023, plus any additional sums proven at trial; equitable prejudgment interest or other time value measure from each withholding's due date

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through the date of actual payment; constructive trust and or accounting over withholdings and any proceeds or earnings derived therefrom; costs; and such other equitable relief as the Court deems just and proper.

202. Reservation.

Plaintiff pleads this Count without waiving any right to full statutory relief and seeks equitable remedies only to the extent necessary to prevent failure of justice or where legal remedies are incomplete or inapplicable.

COUNT VI - Retaliation (Illinois Wage Payment and Collection Act) (820 ILCS 115/14(c))

203. Incorporation By Reference.

Plaintiff realleges all preceding paragraphs 1 through 202 as though fully set forth herein.

204. Statutory Basis.

Section 14(c) of the Illinois Wage Payment and Collection Act expressly prohibits an employer from "discharging or in any other manner discriminating against" an employee because that employee has made a complaint to his employer, or to the Director of Labor, that he has not been paid in accordance with the provisions of the Act. 820 ILCS 115/14(c).

205. Nature Of Claim.

This Count is pleaded solely under the anti-retaliation provision of the IWPCA. It alleges that Defendant "discriminated against" Plaintiff, by subjecting him to materially adverse terms, conditions, and privileges of employment, including threats of separation, blocking an employment opportunity (the position is now on hold), and constructive demotion, **specifically because Plaintiff exercised his protected right to complain about unpaid wages and unauthorized deductions.**

A. Protected Activity

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206. Protected Complaints.

Plaintiff engaged in statutorily protected activity by:

(a) Sending a written complaint on June 21, 2023, objecting to the "Goal Modifier" deduction;
(b) Sending a written complaint on November 30, 2023, attaching his commission statement and challenging the deduction;
(c) Filing a formal ethics and HR complaint on January 18, 2024, detailing the wage theft. (Exs. 5, 7)

B. Materially Adverse Actions (Retaliatory Discrimination)

207. Blocking Employment Opportunity.

a) Defendant discriminated against Plaintiff by blocking his efforts to transfer to a position that did not utilize the unlawful Goal Modifier structure.
b) Application: On February 12, 2024, Plaintiff applied for an internal role to mitigate his financial damages.
c) Confrontation: On February 14, 2024, less than 48 hours later, manager Joshua D. subjected Plaintiff to a hostile confrontation during a scheduled 1:1 meeting. Mr. D. explicitly referenced Plaintiff's protected wage complaint, criticized Plaintiff for "handling it the wrong way" because Plaintiff had not sought D.'s permission to apply for other roles to escape the Goal Modifier, and issued a direct threat of separation, stating words to the effect of: "There's no use keeping you around if you don't want to be here." This threat was materially adverse because it would dissuade a reasonable employee from continuing to pursue their wage rights. (Ex. 8)
d) Discrimination: On March 13, 2024, Plaintiff interviewed for the role. On March 22, 2024, Plaintiff was told by Felicia S. (Defendant's Senior Internal Recruiter) that the position was "on hold."

208. Constructive Demotion.

Because James E.'s promised safeguards failed to prevent Mr. D.'s retaliatory confrontation, Plaintiff knew he was not protected from retaliation for complaining.

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Consequently, to avoid Defendant's financial hostility and the need for further complaints under the IWPCA, Plaintiff accepted a constructive demotion to an inbound sales position on June 5, 2024. This constructive demotion resulted in significantly reduced earning potential.

C. Causation

209. Causal Link.

A direct causal connection exists between Plaintiff's protected wage complaints and Defendant's discriminatory adverse actions. The temporal proximity, explicit reference to protected activity, and HR's admission of improper conduct establish that Defendant discriminated against Plaintiff specifically because he exercised his statutory rights under the IWPCA.

210. Temporal Proximity.

The February 14, 2024 hostile confrontation occurred less than one month after Plaintiff's January 18, 2024 EthicsPoint complaint and exactly two days (48 hours) after Plaintiff applied for an internal transfer on February 12, 2024. This close temporal proximity creates a strong inference of retaliation. Courts recognize that adverse action taken within days or weeks of protected activity supports an inference of discriminatory motive.

211. Explicit Reference to Protected Activity.

During the February 14, 2024 meeting, Josh D. explicitly referenced Plaintiff's wage complaint and internal job application, stating words to the effect that Plaintiff had "handled it the wrong way" and should have sought D.'s permission before applying for other roles to escape the Goal Modifier. By explicitly connecting his threat ("There's no use keeping you around if you don't want to be here") to Plaintiff's protected efforts to escape the unlawful compensation structure, D. demonstrated that the adverse action was taken specifically because of Plaintiff's exercise of IWPCA-protected rights.

212. HR Admission of Improper Conduct.

Defendant's own HR investigator, James E., admitted that Josh D. 'was not supposed to do that' confirming that D.'s confrontation violated Defendant's internal policies and was an

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improper response to Plaintiff's protected activity. This admission by Defendant's agent establishes that the adverse action was undertaken in violation of established protocols designed to prevent retaliation, further evidencing discriminatory intent.

213. Pattern of Discrimination.

The causal connection is further demonstrated by the pattern of adverse actions that followed Plaintiff's protected complaints: (a) February 14, 2024: Threat of separation within 48 hours of job application; (b) March 22, 2024: Transfer position placed "on hold" after interview; (c) June 5, 2024: Forced acceptance of constructive demotion. This escalating pattern of blocking Plaintiff's effort to escape the Goal Modifier structure, occurring consistently after protected wage complaints, establishes that Defendant discriminated against Plaintiff in the terms, conditions, and privileges of employment specifically because he exercised his statutory right to complain about unpaid wages and unauthorized deductions.

D. Relief

WHEREFORE, on Count VI Retaliation, Plaintiff requests judgment awarding back pay, lost commissions, and lost benefits caused by the constructive demotion; reinstatement to a comparable position with full seniority and benefits (or front pay in lieu thereof); damages for emotional distress and reputational harm; statutory penalties; attorneys' fees and costs; and such other relief as the Court deems just.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in his favor and against Defendant on all Counts of the Complaint, and award the following relief.

Economic and Compensatory Damages. Actual damages on Counts [redacted]II, and IV, including all commissions wrongfully withheld or delayed, and the reduction in the value of Plaintiff's compensation package due to the fraudulent omissions, in an amount to be proven at trial. Consequential damages on Count IV Conversion including the entire outstanding balance of the

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student loan accelerated into default of 125,091.14 plus the 25-dollar reduced payment and any penalties, fees, or related damages incurred as a direct consequence of the conversion of funds. Lost wages or commissions on Count III IWPCA and Count VI Retaliation including back pay, lost commissions, and lost benefits caused by the wrongful deductions, retaliatory conduct, and the coerced acceptance of a lower paid position, in an amount to be proven at trial.

Statutory and Penal Damages. Statutory penalties on Count III equal to 5 percent of the underpayment for each month or portion thereof that the wages remained unpaid. Punitive damages on Counts [redacted] II for willful, wanton, and malicious conduct in concealing the compensation structure and causing catastrophic financial harm.

Non-Economic and Equitable Damages. Emotional distress damages on Counts [redacted] II, and VI. Restitution or disgorgement on Count V Unjust Enrichment including at least 1,181.58 for June through August 2023, plus any additional sums proven at trial, and the time value or earnings derived from the wrongful retention of Plaintiff's funds. Front pay and reinstatement options on Count VI. Expungement on Count VI. Constructive trust and accounting on Count V.

General Relief. Attorneys' fees and costs as allowed by statute and law. Pre and post judgment interest. Such further legal or equitable relief as the Court deems just and proper.

Exhibit List

Ex. 1 - March 6, 2023 Compensation Continuity Chat & Email

Ex. 2 - March 27, 2023 Acceptance Message

Ex. 3 - May 1-2, 2023 "Estimator" & Fluctuation Emails

Ex. 4 - May 2023 Commission Statement

Ex. 5 - June 21, 2023 Written Wage Complaint

Ex. 6 - November 2023 Commission Statement ($960.22 Exemplar)

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Ex. 7 - January 18, 2024 EthicsPoint Complaint

Ex 8 - February 14, 2024 iMessage (Josh Confrontation)

Ex. 9 - March 12, 2024 "How Goals Are Set" Slide

Ex. 10 - Diagram of Commission Structure vs. CDWG Practice

Schedule A

WHEREFORE, Plaintiff MARCELLUS LONG respectfully requests judgment in his favor and against Defendant CDW GOVERNMENT LLC as requested in each Count above.

Respectfully Submitted,

/s/ **Marcellus Long, MBA**
Pro Se Plaintiff
P.O. Box 60832
Chicago, IL 60660
legal@marcelluslong.com
(312) 469-068

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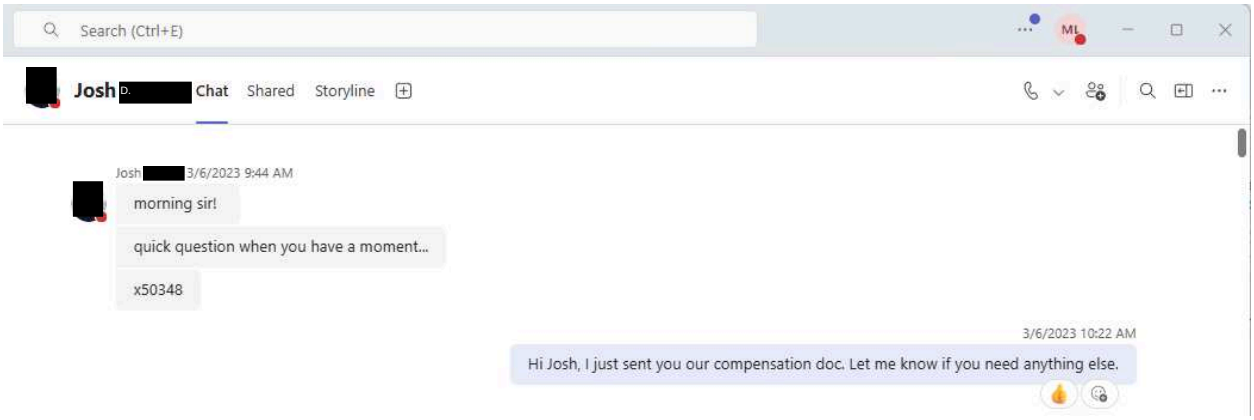
Ex. 1 - March 6, 2023 Compensation Continuity Chat & Email (2 pages)


Search (Ctrl+E)
ML
Josh [redacted] Chat Shared Storyline
Josh [redacted] 3/6/2023 9:44 AM
morning sir!
quick question when you have a moment...
x50348
3/6/2023 10:22 AM
Hi Josh, I just sent you our compensation doc. Let me know if you need anything else.

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From: Marcellus Long [redacted]
Subject: 2023 SCC Compensation Plan (Inbound Team)
Date: March 6, 2023 at 10:24 AM
To: Josh [redacted]
Cc: Tamica [redacted] Yemi [redacted]

ML

Good Morning Josh,

It was great speaking with you this morning.

Per our conversation, I have attached our compensation plan. We also receive SPIFFS in addition to our base rate and bonus.

Please let me know if you have any questions or need more information.

Thank you,

Marcellus Long
Account Manager – West US Region | [redacted]
Hours: Monday – Friday 7:00am – 4:00pm (CT)
Direct Line: [redacted]
Main Sales Line: [redacted]

*****RMA (return/credit), Damaged Items, Missing Items, License resends*****
Please contact: ***Customer Relations at*** [redacted]

[redacted]

2023 SCC Plan Inbound Team Plan.pdf
198 KB

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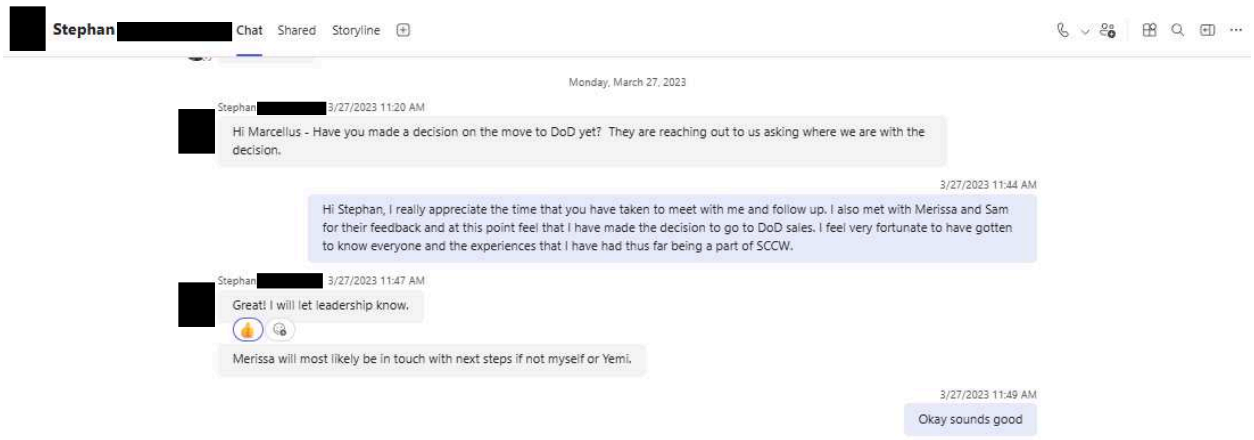
Ex. 2 - March 27, 2023 Acceptance Message


Stephan [redacted] Chat Shared Storyline
Monday, March 27, 2023
Stephan [redacted] 3/27/2023 11:20 AM
Hi Marcellus - Have you made a decision on the move to DoD yet? They are reaching out to us asking where we are with the decision.
3/27/2023 11:44 AM
Hi Stephan, I really appreciate the time that you have taken to meet with me and follow up. I also met with Merissa and Sam for their feedback and at this point feel that I have made the decision to go to DoD sales. I feel very fortunate to have gotten to know everyone and the experiences that I have had thus far being a part of SCCW.
Stephan [redacted] 3/27/2023 11:47 AM
Great! I will let leadership know.
Merissa will most likely be in touch with next steps if not myself or Yemi.
3/27/2023 11:49 AM
Okay sounds good

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Ex. 3 - May 1-2, 2023 "Estimator"& Fluctuation Emails (2 pages)

From: Josh [redacted]
Subject: RE: 2023 SCC Compensation Plan (Inbound Team)
Date: May 1, 2023 at 4:18 PM
To: Marcellus Long [redacted]
Cc: Tamica [redacted] Yemi [redacted]

Hey Marcellus,

Absolutely! In terms of compensation, please see attached.

For the PowerPoint we reviewed today, you'll be able to view it next week, along with all the other presentations we have, on our MS Teams page 😊

Thanks!

Joshua [redacted]
Sales Manager I Residency – SLG West/Fed DoD I [redacted]
Phone: [redacted] I Fax: [redacted]

From: Marcellus Long [redacted]
Sent: Monday, May 1, 2023 3:46 PM
To: Josh [redacted]
Cc: Tamica [redacted] Yemi [redacted]
Subject: RE: 2023 SCC Compensation Plan (Inbound Team)

Hi Josh,

It was great meeting with you this afternoon.

Very excited about joining the team next week!

I was wondering if you could please send me the link to today's presentation deck?

Also, do you have a copy of my new compensation plan?

Thank you,

Marcellus Long
Account Manager – West US Region | [redacted]
Hours: Monday – Friday 7:00am – 4:00pm (CT)
Direct Line: [redacted]
Main Sales Line: [redacted]

****RMA (return/credit), Damaged Items, Missing Items, License resends****
Please contact: Customer Relations at [redacted]

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Josh [redacted] May 2, 2023 at 9:17 AM

RE: 2023 SCC Compensation Plan (Inbound Team)

To: Marcellus Long, Cc: Tamica [redacted] Yemi [redacted] Details

Yes, you'll still have access to AMP. As for your goal, it will fluctuate month over month (MoM) depending on the account's purchase history/seasonality/etc.

Thanks!

Joshua [redacted]
Sales Manager I Residency – SLG West/Fed DoD I [redacted]
Phone: [redacted] I Fax: [redacted]
[redacted]

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Ex. 4 - May 2023 Commission Statement (Redacted)

	Total $		Goal		Attainment		Weighting	Combined Attainment	Modifier Rate
YTD Revenue Attainment	$140,661.70	/	$0.00	=	0.0000 %	*	40.00 %	0.0000 %	70.00 %
YTD GP Attainment	$9,767.28	/	$0.00	=	0.0000 %	*	60.00 %		

	Total $		Comm Rate		Comm Payout		Modifier Rate		
Direct GP Commission	$9,767.28	*	9.00 %	=	$879.06				
Goal Modifier					$879.06	*	70.00 %	=	($263.72)
									$615.34

	Total $		Comm Rate		Comm Payout		Modifier Rate		
Direct GP Commission	$9,767.28	*	9.00 %	=	$879.06				
Goal Modifier					$879.06	*	70.00 %	=	($263.72)
									$615.34

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Ex. 5 - June 21, 2023 Written Wage Complaint

From: Yemi [redacted]
Subject: RE: Goal Modifier on Comm Report
Date: June 21, 2023 at 8:44 AM
To: Marcellus Long [redacted]
Cc: Josh [redacted]

YO

Hi Marcellus,

I am looking into this, will connect shortly.

Yemi

From: Marcellus Long [redacted]
Sent: Wednesday, June 21, 2023 7:23 AM
To: Yemi [redacted]
Cc: Josh [redacted]
Subject: Goal Modifier on Comm Report

Good Morning Yemi,

I noticed that there is a "goal modifier" deduction on my May commission report. Can we please get this removed/refunded since I did not have a goal in May?

I spoke with Josh earlier, who asked me to send this over to you.

Thank you,

Marcellus Long
Account Representative – Federal DoD Army | [redacted]
Direct Line: [redacted]
Fax: [redacted]

****RMA (return/credit), Damaged Items, Missing Items, License resends****
Please contact: Customer Relations at [redacted]

[redacted]

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Ex. 6 - November 2023 Commission Statement ($960.22 Exemplar – 2 pages)

[redacted]

CDW Corporation

MTD Commission Summary Report

FEDERAL AM - LOW

Generated for:	2023, November
Comp Plan:	Federal AM - Low
Payee:	(MS64) Long, Marcellus
Generated Date:	10/02/2024
Data Refreshed On:	10/02/2024 07:04:35 AM
Finalized On:	12/12/2023 11:50:09 AM

Compensation Plan Documents
Commissions Wiki
MTD Invoice Summary
MTD Invoice Detail

Payee Details

Name:	Marcellus Long	**Employee#:**	MS64
Manager Name:	Joshua [redacted]		

	Products-Direct	Products-Field Coverage	Services	Total
Revenue Production				
MTD Gross Commissionable Revenue	$503,930.31	$0.00	$0.00	$503,930.31
MTD Revenue Adjustments	$0.00	$0.00	$0.00	$0.00
MTD Net Commissionable Revenue	**$503,930.31**	**$0.00**	**$0.00**	**$503,930.31**
Gross Profit Production				
MTD Gross Commissionable Gross Profit	($168,277.05)	$0.00	$0.00	($168,277.05)
MTD Gross Profit Adjustments	$212,166.18	$0.00	$0.00	$212,166.18
MTD Net Commissionable Gross Profit	**$43,889.14**	**$0.00**	**$0.00**	**$43,889.14**

Commission Calculation

MTD GP		Previous Month Neg GP Carry Forward		MTD Commissionable GP		Previous Month YTD Commissionable GP		YTD Commissionable GP
$43,889.14	+	$0.00	=	$43,889.14	+	$82,980.76	=	$126,869.89

	Total $		# of Days YTD		$ / Day	Comm Rate
YTD GP/Day	$126,869.89	/	234	=	$542.18	11.00 %

	Total $		Goal		Attainment
MTD Product Revenue Attainment	$503,930.31	/	$272,979.00	=	184.6041 %
MTD Product GP Attainment	$43,889.14	/	$17,795.00	=	246.6375 %
MTD Services Revenue Attainment	$0.00	/	$0.00	=	0.0000 %
MTD Services GP Attainment	$0.00	/	$0.00	=	0.0000 %
YTD Product Revenue Attainment	$1,347,245.53	/	$2,263,026.00	=	59.5329 %
YTD Product GP Attainment	$126,869.89	/	$144,899.00	=	87.5575 %
YTD Services Revenue Attainment	$0.00	/	$0.00	=	0.0000 %
YTD Services GP Attainment	$0.00	/	$0.00	=	0.0000 %

	Total $		Goal		Attainment		Weighting	Combined Attainment	Modifier Rate
YTD Revenue Attainment	$1,347,245.53	/	$2,263,026.00	=	59.5329 %	*	40.00 %	76.3476 %	80.00 %
YTD GP Attainment	$126,869.89	/	$144,899.00	=	87.5575 %	*	60.00 %		

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	Total $		Comm Rate		Comm Payout		Modifier Rate		
Direct GP Commission	$43,889.14	*	11.00 %	=	$4,827.80				
Goal Modifier					$4,827.80	*	80.00 %	=	($965.56)
									$3,862.24

	Total
GP Accelerator Transitional Accounts	$0.00

YTD Attainment True-Up	Total $		Goal		Attainment		Weighting	Combined Attainment	YTD Goal Mod True-Up Balance	YTD Goal Modifier True-Up Pmt
YTD Revenue Attainment	$1,347,245.53	/	$2,263,026.00	=	59.5329 %	*	40.00 %			
YTD GP Attainment	$126,869.89	/	$144,899.00	=	87.5575 %	*	60.00 %			
								76.3476 %	**$3,206.04**	**$0.00**

Negative Comm Carry Forward	$0.00	Total Calculated Payout	$3,862.24
Beginning Repayment Amt	$0.00	Payment Adjustment	$0.00
Ending Repayment Amt	$0.00	Current Month Repayment	$0.00
Guarantee Amt	$0.00	Guarantee Adjustment Amount	$0.00
Proration Rate	100.00 %	Proration Adjustment Amount	$0.00
		(rounded) Total Monthly Payout	**$3,862.00**

Additional Commission Details

Services

Type	MTD Revenue	MTD GP	YTD Revenue	YTD GP
Professional Services	$0.00	$0.00	$0.00	$0.00
Managed Services	$0.00	$0.00	$0.00	$0.00
Services Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**

International

Type	MTD Revenue	MTD GP
CDW Invoices	$0.00	$0.00
CDW UK Referral Fees	$0.00	$0.00
International Total	**$0.00**	**$0.00**

* Disclaimers:

- CDW retains the right to change/alter/modify incentive compensation plans at any time based on the needs of the business
- This report is not an official Commission Statement or record of commission advances until the system is finalized.
- Does not include spiffs and bonuses

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Ex. 7 - January 18, 2024 EthicsPoint Complaint

REPORT DETAILS

Report Submission Date
1/18/2024

Reported Company/Branch Information
Location Chicago, IL
625 W. Adams St.
City/State/Zip: Chicago, IL, 60661, United States)

Please identify the person(s) engaged in this behavior:
Josh D. - Residency Sales Manager
Yemi O. - Sales Manager

Do you suspect or know that a supervisor or management is involved?
Yes

If yes, then who?
Cory S., Ben B., Bob K.

Is management aware of this problem?
Yes

What is the general nature of this matter?
Formal complaint and request for compensation plan adjustment.

Please provide the specific or approximate time this incident occurred:
June 2023 - present

How long do you think this problem has been going on?
3 months to a year

How did you become aware of this problem?
It happened to me

Details
I am writing to formally file a complaint regarding my compensation plan as an Account Representative at CDWG. I am currently in the federal residency sales program. When I joined the residency team, my destination Manager Yemi O. assured me that my residency period would only last 3-4 months. However, I have been kept in this program for almost a year, contrary to the initially communicated duration. During this time, there have been discrepancies in the application of my compensation plan, particularly concerning the "Goal Modifier" and its impact on my earnings.

Upon my transition to Department of Defense (DoD) sales from Small Business Sales, I noticed an unexpected deduction on my commission statement labeled as "Goal Modifier." This deduction was not adequately explained to me before starting the role. When I initially raised the concern on June 21st, 2023, both my residency manager, Josh and destination manager, Yemi O., assured me it was a mistake that would be resolved. However, subsequent commission statements continued to reflect goal modifier deductions, and the explanation provided later indicated that it was actually based on cumulative goal attainment.

During a one-on-one meeting on August 28th, 2023, with Yemi I raised concerns about a significant increase in my goal for August. Despite expressing my concerns, I did not receive a satisfactory response, and my subsequent follow-up emails went unanswered. After the meeting, I sent a follow up email highlighting a significant goal disparity between myself and my teammate, Zachary B., making it apparent that the current system unfairly favored him.

Yemi O. then indicated that my higher goal was due to the assignment of more accounts to me than to my teammate, Zachary, with whom I share the largest account, USACE. However, a substantial number of the additional accounts assigned to me had a history of low activity. He then said removing these inactive accounts would reduce my goal. Logically, this would then reduce the impact of the goal modifier on my earnings. Upon Yemi O.'s request, I provided a list of inactive accounts that I wanted removed from my book. To date, the request to remove the accounts from my book of business was never completed despite numerous inquires and follow up emails over the course of 5 months.

The situation became particularly troubling when, in October-November, I led a substantial project for USACE, generating nearly $1,000,000.00 in revenue and $81,000 in profit. Despite my significant contribution, I had to share 50% commission with Zachary, who, without a goal modifier, received higher compensation even though I did all of the work.

It is unethical to impose such goals without any input from me, and the subsequent amortization of my success over months is not only unfair but unjust. Despite my efforts to resolve this issue, the goal modifier continues to adversely affect my earnings.

In light of the above, I am formally requesting the following actions from CDWG Human Resources:

1. A refund for reduced commission payments due to goal modifier deductions.

2. Transfer to a new sales team that does not employ the goal modifier in the compensation plan.

3. Removal from the residency program and placement onto a destination team, as originally communicated during my joining.

These changes are necessary to resolve the pay disparities I am currently experiencing.

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Ex. 8 - February 14, 2024 iMessage (Josh Confrontation – 2 Pages)

Feb 14, 2024 at 2:49 PM
That manager who is leaving tomorrow Josh just asked me about my HR complaint in a meeting
[redacted]
Oh no what did you say
He was like don't you have access to download and review your compensation plan, I don't see what the issue is?
And I was just like I didn't have access to those files before I moved over which is why I asked you to send me the document before I made the decision to join
He never sent it to me even when I asked for it
[redacted]
What kind of meeting was this
It was our monthly 1: 1 meeting where we were supposed to only really be talking about sales
He's not even my manager anymore
And then he's like, second thing I want to talk to you about is I got a notification that you applied to another job
And then he's like trying to intimidate me like he's over me or something
He was like you should have talked to me about this
first
[redacted]
I thought you tried to
Exactly
[redacted]

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[redacted]

I think this is what the human resource guy was saying to let him know about

I am meeting with him today

In 1 hour

[redacted]

Oh good

He was probably letting out some steam because maybe they talked to him.

[redacted]

Not sure

[redacted]

I think it will be okay. They basically ignored or never followed through on the request that you made

Yeah

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Ex. 9 - March 12, 2024 "How Goals Are Set" Slide

How Goals are set

1. **PY Commissionable Sales by Account loaded to Anaplan as Baselines**
   - The PY Commissionable Sales are total year sales for each account. It does not account for individual invoices, collections, opportunities, or months.
2. **Account-Coworker Properties loaded to Anaplan**
   - The Account-Coworker properties is a table of all accounts assigned to a coworker and their split ownership percentage that is applied to the account's total PY commissionable sales.
3. **Growth Rates by Region Applied**
   - Annual Growth rates are established and provided by Finance at a region level for the new year. Note: Services growth rates in Anaplan are not tiered by account size and may fluctuate dependent on tweaks & respreads.
4. **Seasonality by Region Applied**
   - Monthly Seasonality percentages are established and provided by Finance and are applied to the calculated annual goal. The final monthly goals are exported separately, by account and by coworker, which then feed to EDW & ICM*.

   **ICM may show different than Anaplan due to Commissions/Compensation adjustments*

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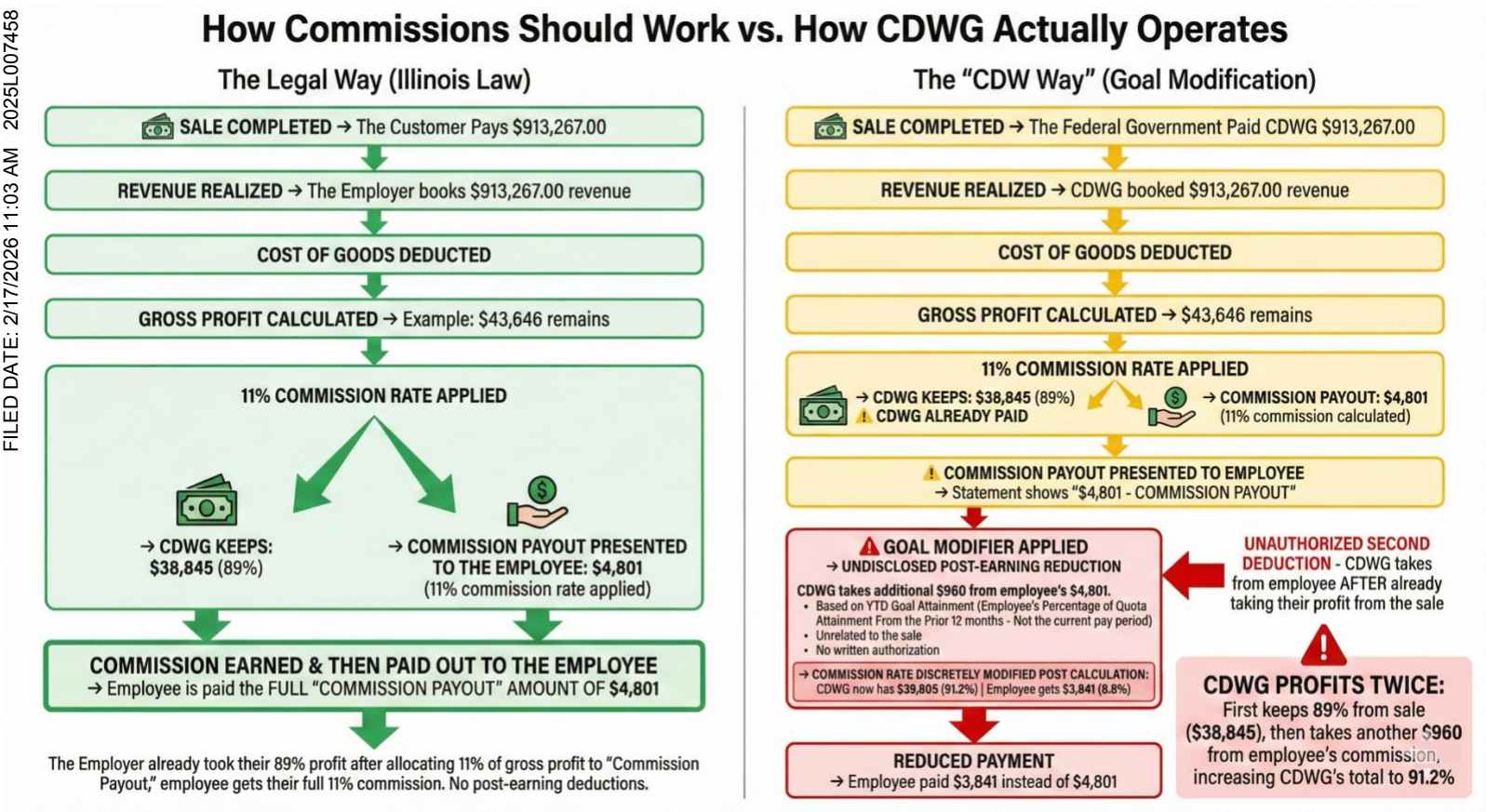
Ex. 10 - Diagram of Legal Commission Structure vs. CDWG Practice


How Commissions Should Work vs. How CDWG Actually Operates
The Legal Way (Illinois Law)
SALE COMPLETED → The Customer Pays $913,267.00
REVENUE REALIZED → The Employer books $913,267.00 revenue
COST OF GOODS DEDUCTED
GROSS PROFIT CALCULATED → Example: $43,646 remains
11% COMMISSION RATE APPLIED
→ CDWG KEEPS: $38,845 (89%)
→ COMMISSION PAYOUT PRESENTED TO THE EMPLOYEE: $4,801 (11% commission rate applied)
COMMISSION EARNED & THEN PAID OUT TO THE EMPLOYEE
→ Employee is paid the FULL "COMMISSION PAYOUT" AMOUNT OF $4,801
The Employer already took their 89% profit after allocating 11% of gross profit to "Commission Payout," employee gets their full 11% commission. No post-earning deductions.
The "CDW Way" (Goal Modification)
SALE COMPLETED → The Federal Government Paid CDWG $913,267.00
REVENUE REALIZED → CDWG booked $913,267.00 revenue
COST OF GOODS DEDUCTED
GROSS PROFIT CALCULATED → $43,646 remains
11% COMMISSION RATE APPLIED
→ CDWG KEEPS: $38,845 (89%)
CDWG ALREADY PAID
→ COMMISSION PAYOUT: $4,801 (11% commission calculated)
COMMISSION PAYOUT PRESENTED TO EMPLOYEE
→ Statement shows "$4,801 - COMMISSION PAYOUT"
GOAL MODIFIER APPLIED
→ UNDISCLOSED POST-EARNING REDUCTION
CDWG takes additional $960 from employee's $4,801.
Based on YTD Goal Attainment (Employee's Percentage of Quota Attainment From the Prior 12 months - Not the current pay period)
Unrelated to the sale
No written authorization
→ COMMISSION RATE DISCRETELY MODIFIED POST CALCULATION: CDWG now has $39,805 (91.2%) | Employee gets $3,841 (8.8%)
REDUCED PAYMENT
→ Employee paid $3,841 instead of $4,801
UNAUTHORIZED SECOND DEDUCTION - CDWG takes from employee AFTER already taking their profit from the sale
CDWG PROFITS TWICE:
First keeps 89% from sale ($38,845), then takes another $960 from employee's commission, increasing CDWG's total to 91.2%

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Schedule A

Month	Commission Payout	Converted Funds	Net Commission Paid
May 2023	$879.06	$263.72	$615.34
June 2023	$1032.25	$309.67	$722.57
July 2023	$1007.61	$302.28	$705.33
August 2023	$1898.76	$569.63	$1329.13
September 2023	$1895.24	$568.57	$1326.67
October 2023	$755.36	$226.61	$528.75
November 2023	$4827.80	$965.56	$3862.24
December 2023	$459.31	$137.79	$321.52
January 2024	$755.14	$226.54	$528.60
February 2024	$1579.76	$157.98	$1421.78
March 2024	$589.20	$176.76	$412.44
April 2024	$930.45	$279.13	$651.31
May 2024	$341.46	$102.44	$239.02

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CERTIFICATE OF SERVICE

The undersigned certifies that on or around Jan 19, 2026, a true and correct copy of the foregoing was served via email pursuant to Supreme Court Rule 11 upon counsel of record for Defendant at their designated service addresses.

/s/ Marcellus Long